914.

SUPREME COURT OF THE UNITED STATES.

No. 132.

CATHARINE KINNS, WIFE OF WILLIAM WARRANCE, COMPLAINANT AND APPELLANT,

vs.

PIERRE JORDA, JR., ET AL.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF LOUISIANA.

INDEX.

	Original.	Print.
Plaintiff's petition	1	1
Act of sale of land—M. Ronquillo to G. Kinns—annexed and made part of plaintiff's petition	3	2
Answer	5	4
Entry on the minutes. Death of plaintiff suggested to the court, and an order making her heirs and representatives parties	7	5
Three entries from the minutes. Cause fixed for trial and continued twice	7	6
Agreement of counsel, (claims for improvements, &c., reserved)	8	6
Consent, (that extracts from acts of sale may be offered by defendants).	8	7
Amended and supplemental answer	9	7
Entry on the minutes. Cause taken up—trial proceeded with—and continued	9	7
Entry on the minutes. Submission and final judgment	10	8
Bill of exceptions	11	8
Documents, &c., made part of the bill of exceptions from page 12 to 60, as follows, viz: (except document on page 36.)		
1 and 11 and supposed to be also A, B, & C. Translation. Act of sale by J. Williams, as agent of Kinns, to Levaudais et als	12	9
1 and 11 and supposed to be also A, B, & C. Transl'n. Document annexed to the above act of sale	14	10
[Supposed D.] Deposition of Hannah Fairfowl	16	12
[Supposed F.] Deposition of Margaret Stewart and others	25	18

GIDEON, PRINT.

	Original.	Print.
[Supposed G.] Deposition of Jacques Toutant and M. St. Germain....	34	24
Order appointing H. H. Strawbridge translator, and NOTE.....	36	25
Translation. Sale of land—L. Enoul et als. to W. G. Garland, (marked "2".....	37	26
Act of sale—Syndics of Garland to Brown and others, (marked "3")..	39	27
Translation. Act of sale—William Brown et als. to J. H. Bois Gervais, (marked "4".....	41	28
Translation. Extract from act of sale—J. H. Bois Gervais to J. J. Coiron, (marked "5".....	43	30
Translation. Act of sale—M. P. Allard to L. N. Allard, (marked "6")	44	31
Act of sale—J. J. Coiron to L. N. Allard, (marked "7")....	46	32
Translation. Certificate of A. Mazarean, notary public, of sale—L. N. Allard to G. N. Allard, (marked "8")....	48	33
Translation. Act of sale—G. N. Allard to Ed. Durrive, (marked "H")	49	34
[See also Note on p. 60.] Certificate of clerk of 5th district court, New Orleans, stating sale by the sheriff of St. Bernard to Pierre Jorda, (marked "L")....	60	43
Final judgment as engrossed and signed.....	61	44
Petition for writ of error and order allowing same.....	62	44
Writ of error.....	63	45
Citation in error and marshal's return.....	64	45, 46
Petition for writ of error and order allowing same.....	65	46
Order reviving suit against the administrator and legal representatives of Victor Jorda, deceased.....	66	47
Order, correcting an error in the last above mentioned order.....	66	47
Certificate authenticating this transcript.....	67	47
Writ of error, citation in error, and marshal's returns annexed.	68	48

915.

CIRCUIT COURT OF THE UNITED STATES,
Fifth circuit and eastern district of Louisiana.

A transcript of the record and proceedings in the case of

CATHARINE KINNS, wife of William Warrance,
vs.
PIERRE JORDA, jr. et alss. } No. 1517.

Be it remembered, that heretofore, to wit, on the 9th June, 1846, Catharine Kinns, wife of William Warrance, by her attorney, P. Soulé, esq., came into the clerk's office of said court, and filed therein the following

Petition.

To the honorable the judges of the circuit court of the United States, for the fifth circuit and eastern district of Louisiana, sitting in New Orleans.

Petition of Catharine Kinns, wife of William Warrance, by him duly authorized and assisted, humbly showeth:

That your petitioner and her said husband are citizens of the State of Missouri, and reside in the city of St. Louis, within said State. And your petitioner further showeth, that George Kinns, her father, who died in Newbern, in North Carolina, some time in the year 1811, was during his lifetime possessed of and held under a legal title a certain property, situate in the parish of St. Bernard, within the State of Louisiana, at about one-fourth of a league from the church of said parish, measuring one hundred and three toises front on each side of the bayou of Terre-aux-Bœufs, extending in depth to a distance of about five miles.

And your petitioner further represents, that the said George Kinns left beside your petitioner two male children, named George Washington Kinns and William Kinns, both now deceased. That George Washington Kinns died in Philadelphia on the 16th of September, 1820; that William Kinns also died in Philadelphia on the 10th of January, 1831, leaving no posterity and having no heirs, except this petitioner, who has thus become the sole inheritor of his estate, and is now the absolute and exclusive owner of the property above described.

Your petitioner further alleges, that George Kinns, her father, had acquired said property for a valuable consideration by a deed* from Manuel Ronquillos, executed before Pedro Dennis de la Ronde, comman-

* NOTE.—For the deed here referred to see pages 3 and 4.

dante at the post of Terre-aux-Bœufs, under authority of the Spanish Government, bearing date 4th October, 1792, a copy whereof is hereto annexed and makes part of this petition.

Your petitioner further showeth, that said property is now in the possession of the heirs of the late Pierre Jorda, who are all citizens of the State of Louisiana, and reside in the said parish of St. Bernard, on the tract of land herein claimed, to wit, of Pierre Jorda, jr., who is of age, and of Philogine Jorda, Victor Jorda, Arthur Jorda, De la Ronde Jorda, Jaques Jorda, Eugene Jorda, Armand Jorda, minors, who are duly represented by Evareste Marin, their tutor; that they enjoy the same as their property, in violation of the just rights and to the great injury and damage of your petitioner, who is entitled not only to the ownership, but to the fruits and revenue of the same.

Your petitioner further showeth, that she has amicably demanded, of the defendants aforesaid, delivery of the property afore described, but that they refuse to surrender the same.

Wherefore this petitioner, authorized and assisted as aforesaid, now applies to this court for redress, and prays that Pierre Jorda, jr., in his own name and behalf and Evariste Marin, as tutor of the minors above named, be cited to appear and answer this petition; that there be judgment acknowledging your petitioner as the sole owner of the property above described, which she alleges is of the value of fifty thousand dollars; that the defendants be condemned to pay such amount of fruits and revenues as they or their authors may have derived from the property in dispute. Petitioner also prays for costs and for such other and further relief as the nature of the case may require; and as in duty bound, &c.

CATHARINE KINNS,
Wife of William Warrance.
WILLIAM WARRANCE.
P. SOULÉ, *Solicitor for claimants.*

Document "3," *offered in evidence by pl'ffs, Feb.* 23, 1848.

Translation.

Know all who this letter may see, that I, Manuel Ronquillo, inhabitant of this port, do really and effectively grant and cede to John George Kinnes a tract of land, my property, and which belongs to me as having been given to me, for myself, by the most excellent Don Pedro de Marigny, commandant of this port; (said land) being situated about a quarter of a league from the church, of sixty three toises and four feet front on both sides of the bayou, bounded above by land of Catalina Molenio, and below by that of Diego el Dueño, with a cabin of thirty-five feet long by twelve wide, with two galleries, surrounded and covered with pickets, and all the fences that may be thereon; and I sell it to the aforesaid gentleman, with all its rights of ingress and egress, with rights and servitudes, free of incumbrance and mortgages, for the price of two hundred dollars, which I have received in cash and which I acknowledge as being delivered to my wish; and on account of the

delivery not being at present made, I renounce the exception of non numerata pecunia, and grant final receipt; in consideration of which I set apart and separate myself from the right of property, possession, useful domain and ownership which to said land I had and held, and the whole I cede, renounce and transfer to said purchaser, *and the whole I cede, renounce and transfer to said purchaser*, and in whomsoever his actions and rights may be represented, that, as his own property, he may possess, exchange, sell or alienate it at will, in virtue of this writing which in his favor I give. Wherefore, he is to be regarded as having acquired his possession without need of other proof with which I dispense him, and obligate myself to the revision, assurance and curing of defects of this sale in sufficient form of law, with my person and property, present and future. I here take as inserted the clause of warranty, and renounce the laws in my favor, together with the general one which prohibits it; and Don George Kinns being present, accepted it my favor, receiving by it as purchaser the land aforesaid, in the quantity that was sold to me; and I grant him formal receipt, in evidence of which this instrument is dated at the new settlements of St. Bernard, the fourth of the month of October, one thousand seven hundred and ninety-two, and executed by (the parties,) of whom I, the commandant, certify that I know them, or that they have executed and signed it; the witnesses being Don Joseph Petit, Don Pedro de St. Germain, and Don José Solis, inhabitants of the port present; Manuel Ronquil and Don George Kinns; before me, Pedro Denis de la Ronda, commandant of this port.

MANUEL RONQUILLO,
GEO. KINNS.

JOSEPH PETIT,
PIERRE RENE DE ST. GERMAIN,
J'PH SOLIS.

Before me, PEDRO DENNIS DE LA RONDE,
Commandant.

Copy of the certificate annexed to the original, of which the foregoing is a translation.

STATE OF LOUISIANA, *Parish of St. Bernard.*

I do hereby certify the foregoing to be a true copy of the original, deposited in my office.

In testimony whereof I have hereunto set my hand and affixed my seal of office, at the parish of St. Bernard, this seventh day [SEAL.] of January, eighteen hundred and forty-two.

OCTAVE S. ROUSSEAU, *Judge.*

I certify the foregoing to be a faithful translation from the original Spanish document.

N. O., 14th Sept., 1853. H. H. STRAWBRIDGE,
Special translator.

Answer.—Filed January 2d, 1847.

IN THE CIRCUIT COURT OF THE UNITED STATES,
For the fifth circuit and district of Louisiana.

CATHARINE KINNS, wife of William Warrance,
vs.
PIERRE JORDA et als.

The defendants in the above entitled suit now come into court, and reserving all manner of plea and exception to the manifold errors and insufficiencies of the plaintiff's petition, deny all and singular the allegations therein contained not hereinafter expressly admitted. They particularly deny that plaintiff is the heir as by her alleged, either of the said George Kinns or of the said George Washington and William Kinns, or that she can, by virtue of any such pretended heirship, have and maintain this action. And further answering, these respondents aver, that they own and possess the property mentioned in the plaintiff's petition by just and legal title, and that they and those under whom, by sundry mesne and valid conveyances, they hold said property, have so held and possessed the same in good faith for upwards of forty-five years prior to the institution of this suit, during all which time these respondents, or those from whom they derive title to the said property, have been in the open, peaceable and undisturbed possession and ownership of the same. That Pierre Jorda, the father of these respondents, acquired said property at sheriff's sale, the same being included and embraced in a large tract of land which was seized by the sheriff of the parish of St. Bernard, and on the 2d July, 1842, by said sheriff sold and adjudicated to the father of these respondents, at the suit of said Pierre Jorda vs. Edward Durrive, (the then owner of the said property,) by virtue of a writ of fiera facias issued upon the judgment rendered in said suit by the district court of the first judicial district of the State of Louisiana; and that said sheriff did accordingly grant and give unto the said Pierre Jorda a deed and conveyance of the said property in due form of law. That said Durrive acquired the said property so embraced in a larger tract as aforesaid, by purchase from one Gabriel Nicholas Allard, by act passed on the 28th June, 1837, before T. Seghers, notary public. That said Gabriel Nicholas acquired the same from Louis N. Allard, by act of purchase, passed on the 29th October, 1824, before Marc Lafitte, notary public. That said Louis N. Allard and others acquired the same from one J. H. Bois Jervais, by act of purchase, passed on the 19th September, 1811, subsequently to which said last mentioned sale L. N. Allard acquired the whole of said property by acts of purchase from his co-purchasers from said Bois Jervais. That said Bois Jervais acquired the tract mentioned in pl'ffs petition, from one William Garland, passed on the day of ; and that said Garland, by act passed on the 18th January, 1806, before A. Francisco Garie, justice of the peace of St. Bernard, acquired the same from Jacques Levaudais Enoul and Balthazar Enoul, who ac-

quired the same by act of purchase from one Joseph Williams, attorney in fact of said George Kinns, said act being dated the 30th July, 1799, and passed before Pedro Denis de la Ronde, commandant of the port of St. Bernard.

That hereto your respondents annex, for reference and as parts of this answer, duly certified copies of the last two above mentioned acts, and will in due time exhibit duly certified copies of the other sales above mentioned. And further answering, these respondents aver that the said George Kinns did divest himself of all right, title or interest in and to the said property, and that the plaintiff acquired and possesses no rights whatever in the same by reason of her alleged heirship, but that the title to said property is good and perfect by reason of the aforerecited conveyances in these respondents, all the said conveyances being in due and legal form and for a valuable consideration. And for further answer these respondents aver, that the plaintiff, *ever* if she ever had any rights upon the said property, cannot now exercise the same or lay claim to any portion thereof, for the reason that whatever claim or title she may have had (if any) thereto has been lost by the lapse of time, and that these respondents have acquired complete and valid title thereto by proscription; and they therefore plead proscription in bar of the present action and in opposition to any right or title which the plaintiff may pretend or set up to the said property.

And for further answer these respondents aver, that they and those under whom they derive title to said property have from time to time made valuable improvements and paid taxes and other expenses on the same, worth at least ten thousand dollars, which the plaintiff is bound by law to pay before she can take possession thereof, and which they now plead and pray judgment for, in the event of the eviction of respondents from their said property.

And they pray that their title to the said property being duly considered by this honorable court, and the length of time during which they and their authors have owned and possessed the same without any adverse claim thereto being pretended, the court may render a judgment in favor of these respondents, and maintaining their title to the said property, with all costs herein incurred, and for all general and equitable relief in the premises. And your respondents, as in duty, &c.

By F. B. CONRAD,
Sol. for respondents.

Endorsed: "Filed Jan'y 2, 1847.
F. N. HARALSON, *D. C'k.*"

And afterwards, to wit, on the 31st January, 1848, the following entry was made in the minutes:

CATHARINE KINNS, wife of William Warrance,
vs.
PIERRE JORDA, jr., et als. } 1517.

On motion of T. J. Lacy, esq., of counsel for the plaintiff, and on

suggesting the death of the plaintiff, Catharine Kinnes, wife of Wm. Warrance, since the institution of this suit: It is ordered, that the heirs and representatives of the said deceased, to wit, Ann Maria Allen and Robert Allen, her husband, Frederick G. Warrance, Hannah P. Murry, widow of John Murry, be made parties to this suit, and that copies of this order be served on the defendants as notice thereof.

And on the 14th day of February, A. D. 1848, the following entry was made in the minutes:

HEIRS OF KINNS
vs. } 1517.
JORDA et als.

By consent of parties, this cause is assigned for trial on Thursday the 17th instant, at 11 o'clock, a. m.

And on the 17th day of February, 1848, the following order of continuance was entered in the minutes:

HEIRS OF KINNS
vs.
P. JORDA et als.

This cause having been assigned for trial this day, by consent of counsel: It is ordered, that said case be and the same is hereby continued until Monday the 21st inst.

And on the 21st February, 1848, the following order of continuance was entered in the minutes:

HEIRS OF KINNS
vs.
P. JORDA et als.

The trial of this case being assigned for this day by consent of counsel: It is ordered that the trial thereof be and the same is hereby continued until Wednesday the 23d instant.

Agreement filed February 23, 1848.

Circuit court United States.

CATHARINE KINNS
vs. } No. 1517.
P. JORDA et als.

By agreement of parties to this suit, all questions growing out of the claim for improvements set up by defendants, in their answer, are reserved until after a decision shall have been had on the title to the land in dispute.

Done in open court, Feb'y 23, 1848.

P. SOULE,
L. LACY,
For plaintiff, by P. Soule.
F. B. CONRAD, *Att'y for def'ts.*

918.

Consent, filed 23d February, A. D. 1848.

CATHARINE KINNS, wife, &c.,
vs.
PIERRE JORDA et al.

On the trial of this case, the defendants may offer extracts of any act of sale of the land in dispute occurring between the date of the sale from the Messrs. Levaudais to William Garland, and the sale by Allard to Durrive, and also an extract from the sheriff's deed of sale to Jorda, at his suit *vs.* E. Durrive, instead of said acts in full.

P. SOULE,
LACY,
For plaintiff.

Supplemental and amended answer.

To the honorable the circuit court of the United States, for the fifth circuit and district of Louisiana.

The amended and supplemental answer of Pierre Jorda and others, defendants in the suit of the heirs of George Kinnes, respectfully shows, that in setting forth the title of defendants to the property in dispute, they omitted to mention a certain sale which forms a part of the chain in said title, and left in blank in their original answer the dates of certain other sales constituting portions of the title to said property.

They pray leave of this honorable court to correct such omission, and to fill such blanks, by averring, as they do now aver, that said J. H. Bois Jervais acquired said property from William Donaldson, Girod, Benjamin Morgan and the United States district attorney for the Orleans district, by act passed before N. Bronton, notary public, on the 19th March, 1810; and that said Donaldson, Girod, Morgan and one Wm. Brown, whose interest had been conveyed by the said district attorney of the United States in the aforesaid sale, acquired said property from the syndics of said Wm. Garland, by act passed before said Bronton on the 21st October, 1808, and they pray for judgment in favor of their title to said property and for all general relief.

And respondents, as in duty, &c.

By F. B. CONRAD, *Att'y for def'ts.*

Endorsed as follows:

"Filed in open court, and in presence of the parties, represented by their counsel. February 23, 1848.

"ED. RANDOLPH, *Clerk.*"

And on the 23d day of February, A. D. 1848, the following entry was made in the minutes:

HEIRS OF KINNS
vs. } 1517.
P. JORDA et als.

The trial of this case being continued for this day, appeared the re-

spective parties, by their counsel. Said cause was taken up, and the evidence of both parties was introduced, and thereupon, the argument of counsel having proceeded until 3 o'clock, p. m., it was considered by the court that the further argument be continued until to-morrow, the 24th instant, at 10 o'clock, a. m.

And on the 24th February, A. D. 1848, the following entry was made in the minutes:

CATHARINE KINNS, wife of Wm. Warrance,
vs.
PIERRE JORDA et als. } 1517.

The trial of this case being resumed this day, the argument of counsel closed, and the cause was submitted, and thereupon the court took the same under advisement.

And afterwards, to wit, on the 14th day of March, 1848, a final judgment was rendered by the court in this case, and entered of record in the minutes, in the words and figures following, to wit:

NEW ORLEANS, *Tuesday*, 14*th March*, *A. D.* 1848.

Court met pursuant to adjournment. Present, the honorable John McKinley, presiding judge; the honorable Theodore H. McCaleb, district judge.

CATHARINE KINNS, wife of William Warrance,
vs.
PIERRE JORDA, jun'r, et als. } No. 1517.

This case having been argued and submitted to the court, in behalf of both parties, at a former day of this term, and the court having maturely considered the same, and being now fully advised in the premises, doth now order, adjudge and decree that final judgment be, and the same is hereby rendered in favor of the defendants and against the plaintiff, with the costs of this suit to be taxed.

Bill of exceptions.—Filed 14*th of March*, *A. D.* 1847.

In the circuit court for the district of Louisiana.

Be it remembered, that on the trial of this cause plaintiffs read in evidence their petition, and the conveyance by J. Williams, and the certificates thereunto attached, which are marked A, B and C, and made part hereof. He then proved, by the Rev. F. L. Hawks, the death of George Kinns, and that of his daughter Catharine, whom the witness met in the city of New Orleans near two years ago, and whom he believes to be the daughter of the said George, and whom (as he has been informed) has since died, and the witness knows she was the wife of William Warrance, one of the plaintiffs in this suit. He also read in evidence the depositions on file in this case, marked D, F, and G, attached hereto. The defendants then read their answers, and exhibited their chain of title from the original vendors of the said Williams

to them, marked 1, 2, 3, 4, 5, 6, 7, and 8, and made part hereof. They then read the written testimony marked H and L, part hereof. Whereupon, after hearing the respective arguments of counsel, the court adjudged the law of the case to be in favor of the defendants; to which opinion of the judge, marked M, made part hereof, the plaintiffs, by their counsel, excepted, and pray that this bill of exceptions may be signed by the judge, and sealed and enrolled as the manner is, and made part of the record.

THEO. H. McCALEB, *U. S. Judge.*

Document 1, *offered in evidence by defendants*, 23*d Feb.* 1848.

Translation.

Know all who may, in this deed of sale, that I, in virtue of the procuration left to me by Don George Kinn, and approved by the lord governor, Don Manuel Gallezo de Lemos, Joseph Williams, an inhabitant of this port, do grant and sell really and effectively to Don Francisco Enul Levaudais, Don Santiago Levaudais and Don Balthazar Levaudais, some lands pertaining to said Kinn, by having purchased them from Manuel Ronquillo, as appears by the sale that was passed in his favor in these archives, situated about half a league from the church downwards, of three arpens and a half, more or less, on both sides of the bayou front and of forty deep, bounded on the upper part by lands of Diego Mr. Marcial de Saint Germain, and on the lower by other of Diego El Dueño, for the price of four hundred hard dollars; one hundred dollars given at present, and the remaining three hundred payable at the end of this present year, and if they do not pay then, they shall be obliged to pay them at the expiration of a year, which will be in the year eighteen hundred, paying the interest of *the three hundred dollars remaining, taking *a* hypothecated the aforesaid land, and what may be built thereon, and I grant formal receipt; in consideration whereof, I set apart and separate myself from the right of property, possession, useful domain and ownership which to said land I had and held, and the whole I cede, renounce and transfer to the aforesaid purchasers and those who their actions and rights may represent, that as his own he may possess, exchange, sell or alienate it at will in virtue of this instrument which in his favor I execute, in sign of real delivery, wherefor he is to be regarded as having acquired his possession without need of other proof, with which I dispense him and obligate myself to the assurance and curing of defects of this sale in sufficient form of law, with my person and property, present and future. I here take as inserted the clause of warranty and renounce the laws in my favor, together with the general one which prohibits it, and I and the aforesaid purchasers being present at the signing of this instrument, they accepted it in my favor, receiving by it as purchased the aforesaid *land, in the quantity and of the designation of it that has been sold to me, and we hold it as delivered to our will, and grant for-

*Approved.

mal receipt, in evidence of which the instrument is executed at the new settlements of St. Bernard on the thirtieth day of the month of July, in the year one thousand seven hundred and ninety-nine; and the parties who I, the commandant, certify that I know, have then executed and signed it, together with the witnesses, who were Don Sylvester Gomez, Don Pedro St. Germain, Don Felix Lopez and Mathias Cordon, residing at this port.

JOSEPH WILLIAMS.
FRANCOIS ENOUL LEVAUDAIS,
LEVAUDAIS ENOUL,
BALTHASAR ENOUL,

Before me, PEDRO D'UN DE LA RONDE,
Commandant of this port.

FELIX LOPEZ,
SILVESTRE GOMEZ,
G. R. D. SAINT GERMAIN,
MATHIAS CORDON.

Before me, PEDRO DEUN DE LA RONDE,
Commandant.

The original, of which the foregoing is a translation, is endorsed as follows:

"1517. Kinns' heirs vs. P. Jourda and al.
"Offered in evidence by defendants, Feb. 23, 1848.
HOIT, *D. C.*"

The following is a true copy of the certificate attached to the original, of which the foregoing is a translation, viz:

"I do hereby certify that the foregoing is a true copy from the original in my office.
Parish of St. Bernard, this 28th day of December, 1846.
[SEAL.] QS. A. DUCROS, *Recorder.*"

I certify the foregoing to be a faithful translation from its original Spanish.
N. O., 14th Sept., 1853.

H. H. STRAWBRIDGE,
Special translator.

Document No. 11, *offered in evidence by defendants, Feb.* 23, 1848.

Translation.

SE'R GOVERNOR GENERAL: Joseph Williams, an inhabitant of the settlement of St. Bernard, with the greatest respect represents to your lordship, that about six years ago the individual George Kinns, of the same place, begged him to take care of his plantation, and keep it in good condition during his absence. Some days after he had absented himself I wrote to him, the petitioner, advising him that if he should

920.

find any one who wished to purchase it, he should sell it on the best terms possible, and as he wished; that Mr. Enoul has purchased it, and it being consequently necessary to pass the corresponding sale of property, which the petitioner cannot effect for want of an authentic procuration, he has recourse to the well known kindness of your lordship, in order that you may see fit to order that said letter of Kinns be examined, as regards its writing and signature, by one of the public notaries of this city; and the examination being terminated, and the letter found approved, that the said sale be passed.

New Orleans, 12th June, 1799. As he requests.

(Signed) GALLOSO.

Certificate in English annexed to the original, of which the above is a translation.

I do hereby certify that the foregoing is a true copy from the original in my office.

Parish of St. Bernard, this 28th day of December, 1846.

QS. A. DUCROS, *Recorder.*

I, Don Francisco Bronton, royal notary and public administrator, certify as I best can and should, that having collated the signature of a document in the English language, written thus, Geo. Kinns, with another exhibited to me by Joseph Williams, among the papers, books, and instruments of the commandant of the settlement of St. Bernard, in New Gelvez, I have found them to be in all respects alike, and they appear to be done by the same person. And fulfilling the order of the foregoing decree I make these presents, in the city of New Orleans, the 22d day of June, in the year seventeen hundred and ninety-nine.

(Signed) FRANC'O BRONTON,
BENOIT PIGNON PEDRO,
DENIS DE LA RONDE,
CASIMIR PRIETO.

Certificate annexed to the original in English, as follows:

I do hereby certify that the foregoing is a true copy from the original in my office. Parish of St. Bernard, this 28th day of December, 1846.

[SEAL.] QS. A. DUCROS, *Recorder.*

The original is accompanied by the procuration of George Kinns to Jose Williams, which I have not been able to copy, on account of its being in English.

(Signed) PEDRO DENIS DE LA RONDE,
CASIMIR PRIETO,
BENOIT PIGNON.

I do hereby certify that the foregoing is a true copy from the original in my office. Parish of St. Bernard, the 28th day of December, 1846.

[SEAL.] QS. A. DUCROS, *Recorder.*

(*Note by the translator.*—"The words underscored have probably been incorrectly copied from the original Spanish: the true meaning doubtless being—he wrote to him, the petitioner—"le escribe al supplicante.")

I certify the foregoing translation to be faithfully made from its Spanish original. N. O., 14th Sept., 1853.

H. H. STRAWBRIDGE,
Special translator.

(*Made part of the foregoing bill of exceptions.*)

Circuit court of the United States, for the ninth judicial circuit, holding sessions in and for the eastern district of Louisiana, to any judge or justice of the peace, or to any commissioner or other person having authority to administer an oath in the city of St. Louis.

Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you call and cause to come before you Hannah Fairfowl and such other witnesses as may be designated by plaintiff, and them duly examine on oath, and the annexed interrogatories, touching and concerning certain matters and things in a case now depending in the said court, wherein Catharine Kinns, wife of William Warrance, plaintiff, and Pierre Jorda et als. are defendants; and the same examinations, so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause; and send also this writ.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, at the city of New Orleans, this [SEAL.] nineteenth day of June, anno Domini 1847, and the 71st year of the independence of the United States of America.

ED. RANDOLPH, *Clerk.*

Deposition of Hannah Fairfowl.—Part of the foregoing bill of exceptions.

(Supposed to be the document referred to in bill of exceptions as being marked D.)

Deposition of Hannah Fairfowl, of Philadelphia, Pennsylvania, and now in the city and county of St. Louis, in the State of Missouri, taken before me, John H. Watson, the law commissioner of St. Louis county, a person having authority to administer an oath in the city of St. Louis, at his office, on Chesnut street, in said city of St. Louis, on the annexed interrogatories and cross interrogatories, by virtue of the annexed commission, issued out of the circuit court of the United States, for the ninth judicial circuit, holding sessions in and for the eastern district of Louisiana, to be read as evidence on the part of the plaintiff in a suit pending in said court, wherein Catharine Kinns, wife of William Warrance, is plaintiff, and Pierre Jorda et als. are defendants.

The said Hannah Fairfowl, being produced, sworn, and examined

upon the interrogatories and cross interrogatories, deposes and swears as follows:

First. To the first interrogatory, to wit, "Were you acquainted with the late Captain George Kinns, and how long were you acquainted with him?" the deponent answers as follows: I was acquainted with the late Captain George Kinns, and was acquainted with him from my infancy (I was born in 1798) until his death.

Second. To the second interrogatory, to wit, "Was he a married man, and to whom was he married?" the deponent answers as follows: He was a married man, and he was married to Catharine Warrance.

Third. To the third interrogatory, to wit, "Were you related to him or his wife; if yea, state how?" the deponent answers as follows: I was related to his wife, and she was my father's sister.

Fourth. To the fourth interrogatory, to wit, "Are you acquainted with Catharine Kinns, the wife of Wm. Warrance, and plaintiff in the present case; what was she to Capt. George Kinn?" the deponent answers as follows: I am acquainted with Catharine Kinn, the wife of William Warrance, and plaintiff in the present case. She was the daughter of Captain George Kinn.

Fifth. To the fifth interrogatory, to wit, "When and where did Captain George Kinn die?" the deponent answers as follows: Capt. George Kinn died in the year eighteen hundred and ten, or soon after that year; but when he died I cannot state with accuracy.

Sixth. To the sixth interrogatory, to wit, "How many children had George Kinn, and how many of them were living at the time of his death?" the deponent answers as follows: I cannot positively state how many children George Kinn had, but three of them were living at the time of his death.

Seventh. To the seventh interrogatory, to wit, "Were they all married?" The deponent answers as follows: They were not all married—only one married.

Eighth. To the eighth interrogatory, to wit, "How many are now living; and if any of them have died, please to state when and where, and whether they left any descendants?" the deponent answers as follows: Only one is now living; George, the eldest son of Captain George Kinns, died in the year eighteen hundred and twenty at Germantown, five miles from the city of Philadelphia in the State of Pennsylvania. William, the other son of Captain George Kinns, died in the year 1831, in the city of Philadelphia in the State of Pennsylvania; neither of these two sons left any descendants.

Ninth. To the ninth interrogatory, to wit, "Were you at the funeral of any of them?" the deponent answers as follows: I was at the funeral of both said George and said William.

Tenth. To the tenth interrogatory, to wit, "How old was Margaret when she died?" the deponent answers as follows: I do not know how old Margaret was when she died.

Eleventh. To the eleventh interrogatory, to wit, "How old was George when he died?" the deponent answers as follows: George was sixteen years old when he died.

Twelfth. To the twelfth interrogatory, to wit, "When did Catharine Warrance, the wife of George Kinn, die, and where did she die?" the deponent answers as follows: I do not know precisely when Catharine Warrance, the wife of George Kinn, died; but she died in Newbern, in the State of North Carolina, as I have often heard.

Thirteenth. To the thirteenth interrogatory, to wit, "Have you ever seen the family Bible of the Kinns' family; if yea, state whether or not the one now presented to you is the same that you have ever known to be the record Bible of the family, and please to identify it by putting your name with that of the examining magistrate at the first page of the same?" the deponent answers as follows: I have never seen the family Bible of the Kinns' family, and none is now presented to me.

Fourteenth. To the fourteenth interrogatory, to wit, "State such other facts as may tend to establish that the present plaintiff is the legitimate daughter and now the only heir of the late George Kinn," the deponent says as follows: I often heard the late George Kinn call the said present plaintiff his daughter and his child. He brought the said plaintiff from Newbern, North Carolina, to my father's house in Philadelphia in the State of Pennsylvania, after the death of his wife. I have often heard the said George Kinn speak of the said plaintiff as the child of his wife, and speak to her as the daughter of his wife. He educated her as his daughter. I have seen letters from him to her in which he addressed her as his dear child, and which he subscribed as her affectionate father and with such other terms of affection. He always dressed her and treated her as a child. She was of the same name as his wife.

First. To the first cross interrogatory, to wit, "Where was the late George Kinn residing when you knew him, and how long were you acquainted with him before his death?" the deponent answers as follows: The late George Kinn was resided in Newbern, in the State of North Carolina, when I first knew him, but he was at the same and during the same time a mariner, and I was acquainted with him from my infancy.

Second. To the second cross interrogatory, to wit, "What is now the age of the plaintiff, Catharine Kinn, and what was the age of any brothers and sisters she may have had when they died?" the deponent answers as follows: I think the age of the plaintiff, Catharine Kinn, is now sixty or sixty-one years. George, the brother of said Catharine Kinn, was sixteen years of age when he died; and William, the other brother of said plaintiff, (who was only a half-brother to her,) was about twenty-one years of age when he died.

Third. To the third cross interrogatory, to wit, "By whom were the entries made in the bill referred to in the 13th interrogatory in chief, and how can you swear to their correctness?" the deponent answers as follows: I know nothing of the said bill; it has not been presented to me, and I have never seen the entries, if any there be, and if any I know nothing of their correctness or otherwise.

922.

Fourth. To the fourth cross interrogatory, to wit, "From what means do you derive your knowledge of the facts you may depose to; from your own personal knowledge or from information derived from other persons; state which of such facts you depose to from personal knowledge, and which from information obtained from other persons?" the deponent answers as follows: The means from which I derive my knowledge of the facts I depose to are derived both from personal knowledge and from information derived from other persons. The facts which I depose to from personal knowledge are these: That I was acquainted with the late Captain George Kinn, and that I was acquainted with him from my infancy until his death; that he was a married man and was married to Catharine Kinns, as I heard him frequently say so; that I was related to the wife of said Captain George Kinn, and that she was my father's sister; that I am acquainted with Catharine Kinn, the wife of Wm. Warrance and plaintiff in the present case, and that she was the daughter of Captain George Kinns, for I had often heard him say she was his daughter. That Captain George Kinn had three children living at the time of his death; that all of the children of said Captain George Kinn were not married, and that only one was married; that only one of said children is now living; that George, the eldest son of Captain George Kinn, died in the year 1820, at Germantown, five miles from the city of Philadelphia, in the State of Pennsylvania; and that William Kinns died in the year 1831, in the city of Philadelphia, in the State of Pennsylvania; that neither of these two sons left any descendants; that I was at the funeral of both said George and said William; that George was sixteen years old when he died; that I have often heard the late George Kinns call the present plaintiff his daughter and his child; that he brought the said plaintiff from Newbern, North Carolina, to my father's house in Philadelphia, in the State of Pennsylvania, after the death of his wife; that I have often heard the said Captain George Kinns speak of the said plaintiff as the child of his wife, and speak to her as *as* the daughter of his wife; that he educated her as his daughter; that I have seen letters from him to her, in which he addressed her as his dear child, and that he subscribed the same as her affectionate father and with other equally endearing terms; that he always dressed her and treated her as his child; that she had the same name as his wife. That the late George Kinns resided in Newbern, in North Carolina, when I first knew him, and that he was a mariner, and that I was acquainted with him from my early life; that the age of said plaintiff, Catharine, is now about sixty years; that George, the brother of said plaintiff, was sixteen years of age when he died, and that William was a half-brother to the said plaintiff, and was about twenty-one years of age when he died. The facts which I depose to from information from other persons are these: That I was born in 1798; that George Kinns died in the year 1810 or soon after that year; that Catharine Warrance, wife of Captain George Kinns, died in Newbern, in the State of North Carolina.

HANNAH FAIRFOWL.

I, the subscriber, John H. Watson, the law commissioner of St. Louis county, in the State of Missouri, a person having authority to administer an oath in the city of St. Louis, do hereby certify, that the foregoing deposition of Hannah Fairfowl, the person mentioned in the caption of the annexed interrogatories, was taken by me in the city of St. Louis, in the county of St. Louis, and State of Missouri, at office on Chesnut street in said city, on the 29th day of June, 1847; that I duly examined her on oath and the annexed interrogatories, touching and concerning certain matters and things in a case now pending in the circuit court of the United States for the ninth judicial circuit, holding sessions, in and for the eastern district of Louisiana, wherein Catharine Kinns, wife of Wm. Warrance, is plaintiff, and Pierre Jorda et als. are defendants, having first duly administered to said witness an oath according to law; and the said examination so taken was reduced to writing and is now returned to said court without delay.

In testimony whereof, I have hereunto set my hand and affixed my official seal, this twenty-ninth day of June, eighteen hundred [SEAL.] and forty seven, at the city and county of St. Louis, in the State of Missouri.

JNO. H. WATSON.

Endorsed: "Offered in evidence by plaintiffs, February 23d, 1848."
"HOIT, *D. C.*"

Circuit court of the United States for the ninth judicial circuit, holding sessions in and for the eastern district of Louisiana.

To any judge or justice of the peace, or to any commissioner or other person having authority to administer an oath in the city of Philadelphia:

Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you call and cause to come before you Margaret Steward and such other witnesses as may be designated by plaintiff, and them duly examine on oath and the annexed interrogatories, touching and concerning certain matters and things in a case now depending in the said court, wherein Catharine Kinns, wife of William Warrance, is plaintiff, and Pierre Jorda et als. are defendants; and the same examinations so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause; and send also this writ.

Witness, the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, at the city of New Orleans, [SEAL.] this nineteenth day of June, anno Domini, 1847, and the 71st year of the independence of the United States of America.

ED. RANDOLPH, *Clerk.*

Endorsed: "The execution of this commission appears in a certain schedule hereunto annexed."

THOS. J. MILES.

923.

Interrogatories.

CATHARINE KINNS, wife of William Warrance,
vs.
PIERRE JORDA et als. } 1517.

UNITED STATES CIRCUIT COURT.

Interrogatories to be propounded to Margaret Steward and such other witnesses as may be produced on behalf of plaintiff in the above case under the above commission.

1st. Were you acquainted with the late Capt. George Kinn? If yea, state how you became acquainted with him.

2d. Was he a married man, and whom did he marry? State your means of knowledge as to the facts elicited by your answer.

3d. What is your age?

4th. Are you acquainted with the present plaintiff, Catharine Kinns, wife of William Warrance? If yea, state what she be to Capt. Kinns, and whether there is not any other descendant of Captain Kinns living.

5th. When did Capt. George Kinns die, and how many children and grandchildren did he leave at his death?

6th. How old were they?

7th. Did any of them die; when and where?

8th. Was any of those who died married? Did any of them leave any children?

9th. Please to state such other facts, if any within your knowledge, as may have a tendency to establish that Catharine Kinns, the plaintiff in this case, is the legitimate daughter of Capt. George Kinns, and his sole surviving descendant; that the other children of George Kinns are all dead and have left no descendants.

P. SOULE, *Solicitor for plaintiff.*

I hereby certify the foregoing to be a true copy of the interrogatories filed by plaintiff in the within styled cause.

Witness my hand and the seal of said court, at New Orleans, this 2d June, A. D. 1847.

[SEAL.] Attest:

ED. RANDOLPH, *Clerk*,
By F. N. HARALSON, *D. C.*

Cross interrogatories.

The defendants, through their counsel, propound the following cross interrogatories, after reservation of all exceptions to the foregoing interrogatories:

Cross interrogatory 1st. What is your age, and what is the age of plaintiff, Catharine Kinns?

Cross interrogatory 2d. How many children had the late Capt. George Kinns? Name them. When did they die; how old were they respect-

ively at the time of death; how many grandchildren had said George Kinns, and how many of them are now living or have left issue?

Cross interrogatory 3d. State from what means you derive the facts to which you may swear in your answers to the interrogatories in chief; whether from your own personal knowledge or from what you may have heard from others; and which of said facts are of your personal knowledge, and which do you derive from other persons.

F. B. CONRAD, *Att'y for def'ts.*

Depositions of witnesses on behalf of plaintiff, supposed to be document "F," referred to in and made part of the foregoing bill of exceptions.

Depositions of witnesses on behalf of plaintiff, sworn, affirmed and examined, on the fourth, fifth, seventh and eleventh days of October, in the year of our Lord one thousand eight hundred and forty-seven, at the city of Philadelphia, in the State of Pennsylvania, by virtue of a commission issuing from the circuit court of the United States, for the ninth judicial circuit, holding sessions in and for the eastern district of Louisiana, to any judge or justice of the peace, or to any commissioner or any person having authority to administer an oath in the city of Philadelphia, directed for the examination of witnesses in a certain cause depending in said court, wherein Catharine Kinns, wife of William Warrance, is plaintiff, and Pierre Jorda et als. are defendants.

Margaret Stewart, sworn, says: My name is Margaret Stewart; I reside in the city of Philadelphia, and am the wife of Francis Stewart.

To the first interrogatory the witness answers: Yes; his father and mother were neighbors to my father and mother when I was a little girl; he used to visit at our house both when he was a lad and when he had grown up, and I became acquainted with him there.

To the second interrogatory the witness answers: He was a married man; *he was a married man;* he married my sister, Catharine Warrance; I was a child at home when they left there to get married, and I was there when they came back; they lived together as man and wife at my father's house for some time.

To the third interrogatory the witness answers: On the ninth day of February, one thousand eight hundred and forty-eight, I will be seventy-four years of age.

To the fourth interrogatory the witness answers: I am well acquainted with the present plaintiff, Catharine Kinns, wife of William Warrance. She is the daughter of Capt. Kinns. There is no other descendant of Capt. Kinns living.

To the fifth interrogatory the witness answers: As near as I can recollect, Capt. Kinns died about forty years ago. He left three children, two boys and one girl, but no grandchildren.

To the sixth interrogatory the witness answers: As near as I can recollect, the daughter was of age and above; the oldest boy was nearly of age, and the other boy was a few years younger.

924

To the seventh interrogatory the witness answers: The two boys died; the oldest at Mrs. Warrance's house in Spruce street, between 4th and 5th, in the city of Philadelphia. I do not recollect accurately at what time, but I think about fourteen or fifteen years ago; the youngest died in Germantown, about five miles from the city of Philadelphia, before his elder brother died.

To the 8th interrogatory the witness answers: Neither of those that died was married, and neither of them left children.

To the 9th interrogatory the witness answers: I have no other facts to state but those elicited in the above answers.

To the first cross interrogatory the witness answers: My age is nearly seventy-four, as I have already stated; the age of the plaintiff, Catharine Kinns, was (61) sixty-one years in June last.

To the second cross interrogatory the witness answers: As near as I can recollect he had six—Catharine, William, George, James, Margaret and Elizabeth; James and Margaret died when they were babies. William and George died, as I have already stated; and Catharine, as I am informed, died recently. Elizabeth died when she was about (15) fifteen or (16) sixteen, before her father died; George Kins had no grandchildren at the time of his death, and has none now except the children of Catharine Kinns, the wife of William Warrance.

To the 3d cross interrogatory the witness answers: The facts which I have sworn to in the foregoing interrogatories are derived from my own personal knowledge.

her
MARGARET ⋈ STEWART.
mark.

THOS. J. MILES, *Commissioner, &c.*

Maria B. Garretson, affirmed, says: My name is Maria B. Garretson; I am of the city of Philadelphia.

To the first interrogatory this witness answers: I was acquainted with the late Capt. George Kinns; he visited at my father's house.

To the 2d interrogatory the witness answers: He was a married man; he married my mother's sister, Catharine Warrance, which was her maiden name. I was told by my parents that they were my uncle and aunt, and I was taught to respect them as such.

To the 3d interrogatory the witness answers: My age is fifty-six.

To the 4th interrogatory the witness answers: I was acquainted with Catharine Kinns, the wife of William Warrance, before her death. She was the daughter of Capt. Kinns; there is no other descendant of Capt. Kinns living.

To the 5th interrogatory the witness answers: I do not know when Capt. George Kinns died. To my knowledge he left three children at his death, but I do not know of any grandchildren.

To the 6th interrogatory the witness answers: I do not know how old they were.

To the 7th interrogatory the witness answers: One of the sons died

in Philadelphia, and one at Germantown, and I have recently heard of the death of Catharine Kinns of New Orleans.

To the 8th interrogatory the witness answers: None but Catharine Kinns, the wife of William Warrance; none left children but Mrs. Warrance.

To the 9th interrogatory the witness answers: I know of no other fact touching the matter under consideration.

To the 1st cross interrogatory the witness answers: My age is fifty-six; the age of Catharine Kinns, the plaintiff, was about 5 years greater than my own.

To the 2d cross interrogatory the witness answers: I knew of but three. I have been informed of 3 others, but I did not know them; the names of the three that I knew were Catharine, William, and George; as near as I can recollect, William and George died about 15 or 16 years ago; Catharine died the 23d of August last. As near as I can recollect, the boys died both under age. I do not know how many grandchildren George Kinns had, nor how many are now living, except, as I am informed, that some of the children of Catharine Kinns, wife of William Warrance, are living. I do not know that any of the grandchildren left issue.

To the 3rd cross interrogatory the witness answers: I derive my knowledge of the facts to which I affirm in my answers to the interrogatories in chief from my own personal knowledge, except as I have stated otherwise in my said answers.

MARIA B. GARRITSON.
THOMAS J. MILES,
Commissioner, &c.

Maria Slack, affirmed, says: That my name is Maria Slack. I am the widow of John Slack, deceased. I reside in the Southwark, county of Philadelphia.

To the first interrogatory the witness answers: I was acquainted with the late Captain George Kinns; he married my father's sister, and I became acquainted with him at my father's house.

To the 2nd interrogatory the witness answers: He was a married man; he married Catharine Warrance, my father's sister; I knew that he was a married man, because I knew him when he resided as such in Philadelphia, and I have this day seen the record of his marriage in the church books of the 3rd Presbyterian church of this city; married by the Rev. Doctor Duffield, in the year 1786. I knew that he married Catharine Warrance, because I was told so when a child.

To the 3rd interrogatory the witness answers: I am fifty-six years of age.

To the 4th interrogatory the witness answers: I was well acquainted with Catharine Kinns, wife of William Warrance; she was Captain Kinns' oldest child. I know of no other descendant of Capt. Kinns living except the children of William and Catharine Warrance.

To the 5th interrogatory the witness answers: Capt. George Kinns

died thirty-eight or forty years ago. He left but three children at his death, and no grandchildren that I am aware of, except, perhaps, the eldest child of William and Catharine Warrance, who might at that time have been born.

To the 6th interrogatory the witness answers: I do not know how old the children were when Captain Kinns died.

To the 7th interrogatory the witness answers: Two of the children—the two boys—died, one (George) about 16 years ago, as near as I can recollect, at the house of Israel Coulter, Germantown; the other (William) died at my brother's house in Spruce street, between 4th and 5th, about 14 or 15 years ago; I think fifteen years this fall.

To the 8th interrogatory the witness answers: None of those who died were married; they did not leave any children.

To the 9th interrogatory the witness answers: I have known the family of Captain George Kinns from the time of my childhood, more than fifty years ago; I have been familiar with the circumstances and history of the family during the whole of that time, and I know that Catharine Kinns was the only surviving descendant of Captain George Kinns, and that she was his legitimate child, and that the other children of Captain George Kinns are all dead, and have left no descendants.

To the 1st cross interrogatory the witness answers: My age is fifty-six years; the age of Catharine Kinns was sixty-one years when she died.

To the 2d cross interrogatory the witness answers: Captain George Kinns had 6 children—Catharine, William, George, Elizabeth, Margaret, and James; George and William died, as I have already stated in the answer to the 7th interrogatory; the younger children—James and Margaret—died when babies; Elizabeth lived to be about (16) sixteen or seventeen, and died before her father. He had no grandchildren except the children of Catharine and William Warrance, four of whom are now living; two of them have children.

To the 3rd cross interrogatory the witness answers: My means of knowledge of the facts which I have affirmed to in my answers to the interrogatories in chief are, a long and familiar intercourse with the family of Captain Kinns, and a general personal knowledge of the facts to which I have affirmed.

MARIA SLACK.
THOS. J. MILES,
Commissioner for Louisiana.

Bridget Simmons, sworn, says: I am the wife of James Simmons, of the county of Philadelphia.

To the 1st interrogatory the witness answers: I know nothing.

To the 2nd interrogatory the witness answers: I know nothing.

To the 3d interrogatory the witness answers: I am in my forty-third year.

To the 4th interrogatory the witness answers: I was acquainted with

Catharine Kinns, the wife of William Warrance; I only know by being informed that she was the daughter of Captain Kinns. I do not know that there is any descendant of Captain Kinns now living.

To the 5th interrogatory the witness answers: I do not know when Captain Kinns died. I knew 2 children of Captain Kinns, and have seen a third child; I do not know of any other grandchildren than Catharine Warrance's children.

To the 6th interrogatory the witness answers: I do not know how old they were at the time of their father's death.

To the 7th interrogatory the witness answers: I know personally of the death of George, the oldest brother; he died near Germantown about the year eighteen hundred and twenty-two, as near as I can recollect.

To the 8th interrogatory the witness answers: George, whose death I know of, did not leave any children; he was never married. I know nothing of the rest except Catharine Warrance.

To the 9th interrogatory the witness answers: I know nothing except that I attended George in his last sickness, (I mean George, the son of Captain Kinns,) and I think that I assisted in laying him out; I remember it particularly, because he died of the yellow fever.

To the 1st cross interrogatory the witness answers: I am in my forty-third year; I do not know the age of Catharine Kinns.

To the 2d cross interrogatory the witness answers: I did not know but three children of Captain George Kinns; their names were Catharine, George, and William; I only knew of the death of George; I think it occurred in 1822; I think he was in his nineteenth year at the time of his death. I know nothing of any grandchildren of Capt. George Kinns except the children of Catharine Warrance, some of whom I have seen.

To the 3rd cross interrogatory the witness answers: I derive my knowledge of the facts to which I have testified in my answers to the foregoing interrogatories from my personal knowledge of them, except when I have stated otherwise in my answers.

BRIDGET SIMMONS.
THOS. J. MILES,
Commissioner, &c.

Hannah Mitchell, sworn. To the 1st interrogatory the witness answers: I know nothing except that I knew that Catharine Warrance's name before marriage was Kinns.

To the 2nd interrogatory the witness answers: I know nothing.

To the 3d interrogatory the witness answers: I am in my forty-second year.

To the 4th interrogatory the witness answers: I was acquainted with Catharine Kinns after her name was changed to Warrance by her marrige with William Warrance; I knew her maiden name was Kinns; I did not know Captain Kinns, or that Catharine Warrance was his daughter. I do not know whether Capt. Kinns' descendants

are all dead or living, or any thing about them more than I have stated.

To the 5th interrogatory the witness answers: I know nothing except that Catharine Warrance had two brothers; I knew George Kinns well; his brother William slightly.

To the 6th interrogatory the witness answers: George was about eighteen, as near as I can recollect. I have no recollection of William's age.

To the 7th interrogatory the witness answers: George died at the house of Israel Coulter, at the corner of Indian Queen lane and township line road, near Germantown, about twenty-five years ago. I do not know any thing about William further than I have stated. I have been informed that Catharine Warrance died recently.

To the 8th interrogatory the witness answers: I know George was not married when he died; William was too young to marry at the time of his brother's death, and I was always led to believe that he died unmarried.

To the 9th interrogatory the witness answers: I only know that George and William Kinns were brothers of Catharine Warrance; that George died as I have stated already, and that I think William died also. I know of no other descendants living.

To the 1st cross interrogatory the witness answers: I am in my forty-second year. I should think Catharine Kinns was 60 years of age when she died.

To the 2d cross interrogatory the witness answers: I only know of three children, one daughter and two sons; Catharine, George, and William; George died about twenty-five years ago; the time of William's death I have no distinct recollection of; I think it occurred a year or two, probably three years, after the death of George; Catharine Warrance died as I have been informed recently; George was about 18 years old when he died, (eighteen;) William's age I don't recollect; Catharine Warrance was about sixty years old; I knew of no grandchildren of Captain Kinns, except the children of Catharine Warrance; she had four or five, I think; I do not know how many of them are now living or have left issue.

To the 3d cross interrogatory the witness answers: I know of my personal knowledge of the death of George Kinns, the brother of Catharine Warrance; I was in the room with him when he died, and assisted in laying him out. I derive my knowledge of the other facts in the manner I have stated in my answers to the interrogatories in chief.

HANNAH MITCHELL.

THOMAS J. MILES,
Commissioner, &c.

STATE OF PENNSYLVANIA,
City and county of Philadelphia, ss.

I, Thomas J. Miles, a commissioner duly appointed by the governor of the State of Louisiana to take depositions, acknowledgments, and

proofs of deeds, &c., in the State of Pennsylvania, for the State of Louisiana, do certify, that the above depositions were taken by me on the fourth, fifth, seventh, and eleventh days of October, A. D. eighteen hundred and forty-seven, (the deponents having been first duly and respectively sworn and affirmed,) in answer to the "interrogatories annexed to a commission issuing out of the circuit court of the United States, for the ninth judicial circuit, holding sessions in and for the eastern district of Louisiana," in the case wherein Catharine Kinns, wife of William Warrance, is plaintiff, and Pierre Jorda et als. are defendants, as by the commission which is hereto annexed.

In witness whereof I have hereunto set my hand and affixed
[SEAL.] my official seal, this twelfth day of October, A. D. one thousand eight hundred and forty-seven

THOMAS J. MILES,
Commissioner for the State of Louisiana.

Endorsed: "Offered by plaintiffs in evidence, February 23, 1848.
HOIT, *D. C.*"

Deposition of Jacques Toutant.—M. St. Germain.

Part of the bill of exceptions.

CATHARINE KINNS, wife, &c.,
vs.
P. JORDA et als.

Testimony of witnesses taken by consent of parties, to be read in evidence on the trial of the above entitled suit.

Jacques Toutant, witness, sworn, says: He had been a fixed resident in the parish of St. Bernard ever since the year 1808; that his first residence in said parish was about three or four miles distant from the land in dispute in this case, and since the year 1814 his plantation adjoins said lands. In 1807 said land was in possession of Mr. Bois Jervais and Mr. Garland, the former occupying the lower line and Garland occupying the upper side. The next person whom witness knew in possession of the land in dispute after Garland was Mr. Allard, who continued in possession thereof a number of years, does not remember how long; and this Mr. Allard was succeeded in the possession thereof by his son, generally called Aramen Allard; and after him Mr. Durrive followed in possession, and Mr. Jorda, the father of the defendants, succeeded Mr. Durrive in possession of the said land. This possession in the respective persons named above was continuous and without interruption.

Cross examined by Mr. Soulé and Lacy.

That the whole tract, such as it now stands in the hands of the defendants, was included in and covered by the possession above spoken of. In 1807, a portion of the land was cultivated in cotton, another

portion in potatoes and hay; sometimes a larger quantity, and at other times a smaller quantity was in cultivation.

J. TOUTANT.

Sworn to before me, this 17th February, 1848.

J. Q. A. HOIT,
United States Commissioner, district of Louisiana.

Martial St. Germain, witness for defendants, being duly sworn, says: That he is and has been ever since his childhood a resident of the parish of St. Bernard, and he is now seventy-three (73) years of age. Is acquainted with the land bought by Mr. Jorda from Mr. Durrive; that the first person he new in possession of the land in dispute was Mr. Enoul Levaudais; then Mr. Bois Jervais, he recollects, was the next person in possession, and Mr. Garland. He also recollects the possession of the land successively by Mr. Allard and by Mr. Durrive, and lastly by Mr. Jorda, the father of the defendants, and present possessors of said land. From the commencement of the possession of said land by Mr. Levaudais, and during the periods of its possession by the different possessors above mentioned, said land was always in cultivation and continues so to the *the* present day.

No cross examination by plaintiffs' counsel.

MARTIAL DE ST. GERMAIN.

Sworn to before me, this 17th February, 1848.

J. Q. A. HOIT,
U. S. Commissioner, district of Louis'a.

Endorsed: "Filed 17th February, 1848.

ED. RANDOLPH, *Clerk*,
By HOIT, *D. C.*"

"Filed in the trial, 23d February, 1848.

HOIT, *D. C.*"

Order appointing H. H. Strawbridge, esq., translator.

At chambers, August, 1853.

U. S. circuit court, eastern district of Louisiana.

CATHARINE KINNES, wife of William Warrance,
vs.
PIERRE JORDA et als.

Let H. H. Strawbridge, esq., be sworn as translator in this case.

J. A. CAMPBELL,
Associate justice Supreme Court U. S.

I do solemnly swear that I will truly and impartially act as translator in the above case.

New Orleans, September , 1853.

H. H. STRAWBRIDGE.

Sworn to and subscribed before me, this 10th September, 1853.
J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *Dep'y clerk*.

NOTE.—The document referred to in the bill of exceptions as being marked "1" may be found on pages 12 and 13, which is also in connection with those on pages 14 and 15, supposed to be the same alluded in the bill of exceptions as being marked A, B, C.
J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *Dep'y clerk*.

October 24, 1853.

Offered in evidence by defendants, February 23d, 1848.

Translation—Document marked 2.

Know all who these letters may see, that we, Levaudais Enoul and Balthazar Enoul, acknowledge that we do really and effectively sell to William G. Garland a tract of land to us appertaining, by having purchased it from José William, as appears by deed in these archives, of three and a half arpents *front, more or less, on both sides of the bayou, bounded above by lands of Martial St. Jermain, and below by that of Mr. Boisjervais, with twelve or twenty swine, with all its establishments that may be thereon, to pay in conformity herewith six hundred dollars within a year, counting from the day of the date, and fourteen hundred within a year, leaving hypothecated the aforesaid plantation; and by reason of the delivery not being at present, we renounce the exception of non numerata pecunia, and grant formal receipt; in consideration whereof we set apart and separate ourselves from the right of property, possession, useful domain and ownership, which to said land we had and held, and the whole we cede and transfer to said purchaser, and whomsoever may his rights and actions represent, that as his own he may possess it, exchange, sell, or alienate at his will, in virtue of this instrument, which in his favor we execute in sign of real delivery, wherefore he is to be regarded as having acquired his possession, without need of other proof with which we dispense him; and we obligate ourselves assurance and curing of defects of this sale, which in his favor we execute in sufficient form of law, with our persons and property present and future; we here take as inserted the clause of warranty, and renounce the laws in our favor, together with the general one which prohibits it; and I, the aforesaid William G. Garland, being present at the execution of this instrument, do accept it in my favor, receiving by it as purchaser the land aforesaid, in the quantity and with the designation according to which they have sold it to me. I take it as delivered to my will and grant formal receipt, in evidence of which this instrument is dated at the new establishment of St. Bernard, on the eighteenth of January, eighteen hundred

*Approved.

and six; and the parties whom I, justice of peace, certify that I know have thus executed it, and I sign the vendors and the purchasers, the witness being Don Antonio Vienz and George Stacpool.

W. G. GARLAND,
G. STACPOOL,
JACQUES LEVAUDAIS ENOUL,
J'AN BALTHAZAR ENOUL.

Before me,

FRANCISCO GARIC, *Justice of peace.*

I do certify that the foregoing is a true copy from the original in my office.

In faith whereof I have hereunto signed my name and affixed the [SEAL.] seal of my office, at the parish of St. Bernard, this 28th day of December, 1846.

QS. A. DUCROS, *Recorder.*

Endorsed as follows:

"Vente de terre par Enoul Levaudais & autres,"
"A Wm. Garland, 18 Janvier, 1806."
"1517, Heirs of Kinn *vs.* P. Jorda and al."
"Offered in evidence by defendants, February 23, 1848."

HOIT, *D. C.*

I certify the foregoing to be a faithful translation from its original Spanish.

New Orleans, Sept. 14th, 1853. *N. O., Sept.* 14, 1853.

H. H. STRAWBRIDGE, *Special translator.*

No. 3. *Sale of plantation—Syndics of Garland to William Brown and others. Made part of the foregoing bill of exceptions.*

Before me, Narcissus Bronten, duly commissioned and qualified a notary public in and for the city of New Orleans, and the witnesses herein after named, personally came and appeared Francis Joseph Le Breton D'Orgenoy and Richard Relf, of the said city, syndics for the estate and effects of William G. Garland, of said city, duly appointed as such, who declared that they have granted, bargained and sold, and by these presents do grant, bargain and sell, and the premises do warrant free from all troubles, gifts, debts, mortgages, (if any existing to be raised and paid by said syndics,) or other incumbrance whatsoever, unto William Brown, William Donaldson, Nicholas Girod, and Benjamin Morgan, all of said city, esquires, here present and accepting the same, all that certain plantation and tract of ground situate and being in Terre Bœuf, in the territory of Orleans, near the church, containing about seven acres front on each side of the public road and bayou, running back forty acres deep on each side, together with all the houses, buildings and other improvements thereon, as also all cattle and husbandry implements and tools thereon belonging to the same; which said plantation and tract of land was sold at public vendue, by order of

the syndics, by Messrs. Dutellet & Peryellade, vendue masters, when the same was adjudged to the said William Brown, the highest bidder, who declares he bought the same for his own account, and for the account of said William Donaldson, Nicholas Girod and Benjamin Morgan, for the sum of four thousand five hundred dollars, to hold, enjoy, use and dispose of the said tract of land, together with all the appurtenances thereto belonging, and hereby bargained and sold unto the said William Brown, William Donaldson, Nicholas Girod and Benjamin Morgan, their heirs and assigns, as tenants in common, and not as joint tenants, the possession commencing from the twenty-eighth day of June last. The sale made for and in consideration of the said sum of four thousand and five hundred dollars, payable, to wit: the sum of two thousand five hundred dollars cash in hand paid, the receipt whereof is hereby acknowledged, and the remaining two thousand dollars in one year from the said twenty-eighth day of June last, the said William Brown, William Donaldson, Nicholas Girod and Benjamin Morgan hereby hypothecating and mortgaging the said property hereby sold to them, as a security for the true payment of the said two thousand dollars. And the said syndics do hereby covenant and engage that they will raise and pay any existing mortgages on said premises; all which has been agreed between the parties.

Passed in the city of New Orleans, this 21st October, 1808, in the presence of Francis Munhall and Godefroy, witnesses. In testimony whereof, I put my signature.

(Original signed) N. GIROD,
WM. DONALDSON,
WM. BROWN,
BENJ. MORGAN,
RICHARD RELF,
F. J. LE BRETON D'ORGENOY,
FRANCIS MUNHALL.
NARCISSUS BRONTEN, *Not. Pub.*

I certify the foregoing to be a true copy of the original act on file in the records of Narcisse Bronten, late a notary public in this city, and now in my possession. In faith whereof I grant these presents under my signature and seal of office at New Orleans, this 19th February, 1848.

WM. CHRISTY, *Notary Public.*

Endorsed: "(3) Offered in evidence by defendants, February 23d, 1848.

HOIT, *D. C.*"

Translation.—Document marked "4," *offered by defendant, 23d February*, 1848.

Before me, Narcisse Bronten, duly commissioned and authorized notary public for the city and parish of New Orleans, there residing, and the witnesses hereafter named, were present, Messrs. Benjamin Morgan,

Nicholas Girod, William Donaldson, and the attorney general representing the rights of the United States of America, in account of William Brown; who have by these presents sold, ceded and transferred henceforth and forever, and promising to warrant against all troubles, evictions and other impediments whatsoever, as well as from all debts and mortgages, even those mentioned in the certificate of the recorder in this city under date of this day, and of which they obligate to produce the canceling before maturity of the last payment hereafter explained to M. Jacques Herbert Boisgervais, freeholder and planter of Terre aux Bœufs, here present and accepting, purchaser for himself, his heirs and assigns, a plantation situated at Terre aux Bœufs, near the church, containing seven arpents front, or thereabouts, on each side of the bayou, with all the buildings and edifices which exist on said plantation; moreover all the animals, tools, instruments of agriculture, &c. The said plantation belongs to the vendors by the purchase thereof, which they made from Messrs. Francois Joseph Le Breton D'Orgenois and Richard Relf, syndics of the creditors of William Garland, according to act before us under date of the twenty-first October, of the year one thousand eight hundred and eight, and is bounded below by property of the purchaser and on the other side by that of Martel.

The purchaser has declared that he well knows said plantation, and accepts the whole act as is recited and set forth, without any warranty of more or less of contents, to enjoy, do with, and dispose of the same as of a thing to him in full property appertaining, counting from that day by means of these presents, it being for the said purchaser to procure for himself at his expense the animals of said plantation wherever he may find them.

The present sale is made for and in consideration of the sum of nine thousand dollars, which the purchaser promises and obligates himself to pay and acquit to the vendors, their heirs or assigns, to wit: three thousand dollars at the end of March of next year, three thousand dollars at the end of March, one thousand eight hundred and twelve, and three thousand dollars at the end of March of the year one thousand eight hundred and thirteen, for which said partial sums the purchaser has just presently subscribed and furnished out of sight of us, notary, his notes payable at the times of maturity above dated to the vendors, who acknowledge it and grant him discharge therefor.

And for greater security and guarantee of the payment of the sum of nine thousand dollars represented by the notes above mentioned, the purchaser consents that the plantation above designated and all which depends thereon, as well as the plantation adjacent to that at present sold, containing about eleven arpents front by the ordinary depth, as well as all its slaves, which are incumbered with no anterior mortgage, as it appears by the registive certificate of the recorder, under date of this day, be by special privilege affected and hypothecated in favor of the said vendors until its full and entire liberation, for the preservation of which privilege a recording shall be effected at the office of mort-

gages within the six days from the date of these presents, conformably to law. To all the conditions aforesaid, and under faith of their full and entire fulfilment, the vendors transfer to the purchasers all the right of property which they have and may have upon all the above by them now sold, of all which they moreover grant him all seizin. Of which act for thus promising, obligating, renouncing, &c.

Done and passed at New Orleans in the office of me, notary, the nineteenth day of the month of March of the year one thousand eight hundred and ten, and the thirty-fourth of American independence, in presence of Messrs. Maurice Bertrand and C. J. Laroux, both witnesses hereto required and domiciliated in this city, who as well as the appearers have signed with me, notary, after reading made thereof.

(Signed) J. HEBERT BOISGERVAIS,
BENJ. MORGAN,
WM. DONALDSON,
N. GIROD,
P. GRYMES.

For the U. States att'y for the Orleans district, C. J. LAROUX.
NARCISSUS BLONTIN, *Not. Pub.*

Certificate in English attached to the original, of which the foregoing is a translation.

I certify the foregoing to be a true copy of the original act on file in the records of Narcisse Brontin, late a notary public in this city, and now in my possession.

In faith whereof I grant these presents under my signature and seal of office, at New Orleans, this 19th February, 1848.

[SEAL.] WM. CHRISTY, *Not. Pub.*

I certify the foregoing to be a faithful translation from its original in French. N. O., 14 September, 1853.

H. H. STRAWBRIDGE,
Special translator.

Translation of document "5," offered in evidence by defendants, February 23, 1848.

I, Philip Lacoste, notary public in and for the city and parish of New Orleans, duly commissioned and sworn, and authorized by act, before Achille Chaipella, notary public in this city, under date of the 28th July, 1847, to represent Louis T. Caire, also notary, absent from the State by consent of the governor, do certify that by act received by Pierre Pedesclaux, then notary, the 19th September, 1811, which act is in custody of said Caire, Mr. Jacques Hebert Boisgervais, inhabitant of the parish of St. Bernard, has sold to Mr. Joseph Coiron, as well in his name as in the name of Messrs. Simon Nicholas Allard and Pierre Allard, "a plantation situated in said parish of St. Bernard, commonly called Terre-aux-Bœufs, containing eighteen arpens, or thereabouts,

front on each side of the bayou, by the ordinary depth of forty arpens, in like manner on each side of said bayou, established as a sugar plantation, and on which are built two dwelling-houses, with gardens furnished with orange and other fruit trees, two kitchens, two granaries, a pigeon house, a large building containing the cane mill, a sugar house, a purgery, a barn for hay, with gallery serving as a stable for the animals, six negro cabins and a kiln of burnt bricks; the whole bounded on one side by Messrs. Samuel Winter and Harmann, and on the other by Dominic Martel, belonging to the vendor, from having acquired a portion from Diego Dueño, another from Mr. Felix, another from G. Ariel, another from Mr. St. Germain, and another from Mr. Nicholas Girod, William Donaldson, Benjamin Morgan, the attorney general representing the rights of the United States of America, on account of William Brown."

In faith whereof, I have delivered the present extract, signed with my hand and sealed with the official seal of said Caire, at New Orleans, the 19th of February, 1848.

(Signed) PHI. LACOSTE,
Notary Public.

I certify the foregoing to be a faithful translation from its original in French. N. O., September 14, 1853.

H. H. STRAWBRIDGE,
Special translator.

Document marked "6," *offered in evidence by defendants, February* 23, 1853.—*Translation.*

This day, the first day of the month of February, of the year one thousand eight hundred and twelve, and the thirty-sixth of American independence, before us, Antonio Mendez, judge of the parish of St. Bernard, (doing the functions of notary public,) appeared M. Pierre Allard, planter residing in this said parish, who said to us, that by act before Pierre Pedesclaux, notary public of the city of New Orleans, under date of the twelfth of September of last year, Mr. Jean Joseph Coiron acquired in this parish a plantation belonging to Mr. Jacques Herbert Boisgervais, as well in the name of him, Pierre Allard, as in that of Mr. Louis Nicholas Allard, his brother, and the said Jean Joseph Coiron, payable according to the conditions stipulated in the act of sale, and of which he has produced to us a copy, authenticated by the governor of the Territory. That by unforeseen accidents occurring after the purchase of said plantation, contrary to his fortune, and which are bringing him to a condition of inability to meet the engagements which he undertook for payment of said plantation, desiring to rid himself of a charge of which he foresees the impossibility of acquitting himself, as thus to set his mind at rest upon this subject, he has resolved to cede, as he does effectually cede, transfer and renounce, in favor of said Louis Nicholas Allard, his brother, all right of property, present and future, which in relation to the said act of acquisition might belong to him in con-

sideration of his discharge from all responsibility for the payment to be made to said Jacques Herbert Boisgervais. The said Mr. Louis Nicholas Allard, being present and having accepted the conditions stipulated by Mr. Pierre Allard, his brother, declares to us that putting himself in lieu and place of the latter, taking for his account the third of the plantation of which mention is made in the act, he discharges him from all responsibility for the payments to be made to Mr. Jacques Herbert Boisgervais, and that the whole is to be arranged between him and Mr. Jean Joseph Coiron, as partner and proprietor of one-third of the aforesaid plantation.

Done and passed at our domicil, in presence of Messrs. Edward Ciriaque Alpuente and Joseph Perez, witnesses, who have signed with the parties and us, judge.

(Signed) P. ALLARD,
LS. N. ALLARD,
E. C. ALPUENTE.
ANT. MENDEZ, *Judge.*

Certificate attached to the original of which the foregoing is a translation.

I do hereby certify that the foregoing is a true copy from the original in my office. Parish of St. Bernard, this 28th day of December, 1846.

[SEAL.] QS. A. DUCROS, *Recorder.*

I certify the foregoing to be faithfully translated from the French original. N. O., 14th September, 1853.

H. H. STRAWBRIDGE,
Special translator.

(7.) *Offered in evidence by defendants, February* 23, 1848, *and made part of the bill of exceptions.*

On this twenty-fourth day of July, one thousand eight hundred and thirteen, before me, David Harper, judge of the parish of St. Bernard, in the State of Louisiana, personally appeared Louis Nicholas Allard, of the said parish, of the one part, and John Joseph Coiron, at present a resident of the same, but whose permanent abode is at Savannah, in the State of Georgia, of the other part, who jointly declared that, whereas, on the nineteenth day of September, one thousand eight hundred and eleven, the said John Joseph Coiron, by act passed by Pedesclaux, notary public, purchased from Hubert Bois Gervais a sugar plantation situate in this said parish, of which the said parties are at present in possession, which said purchase was fully agreed upon and occupied, as will appear by two private instruments passed between the parties, one dated at Savannah, in Georgia, on the thirty-first day of October, one thousand eight hundred and eleven, and the other in this said parish, on the fourteenth day of January, one thousand eight hundred

and twelve; that by virtue of the conditions and agreements in said documents contained, the said John Joseph Coiron became possessed of one-fourth part interest in the plantation aforesaid: Now, therefore, the said Joseph Coiron being about to return to his permanent residence in Georgia, has resold, assigned, transferred and set over, and by these presents does resell, assign, transfer and set over to the said Louis Nicholas Allard his said one-fourth part interest in the plantation aforesaid, to have and to hold to the said Allard from henceforth and forever; the said Louis Nicholas Allard hereby giving and warranting to the said John Joseph Coiron a full and entire discharge from all debts and expenses whatever incurred on account of the same, in like manner as if the said Coiron had never been in possession thereof; and the said John Joseph Coiron, on his part and by these presents, acknowledges to have received full and entire compensation for his one-fourth interest aforesaid, as likewise for all troubles and expenses by him incurred on account of the same.

In testimony whereof I have hereunto set my hand and seal, with the said parties, in presence of the undersigned witnesses, the day and year first above written.

(Signed) JOHN JOS. COIRON, [SEAL.]
L. N. ALLARD, [SEAL.]
D. HARPER, *Judge*. [SEAL.]

Witnesses present—
(Signed) F. BERGUIER,
G'RE ALLARD,
CHAS. B. HARPER.

I do hereby certify that the foregoing is a true copy from the original in my office. Parish of St. Bernard, this 28th day of December, 1846.
[SEAL.] QS. A. DUCROS, *Recorder*.

(8.) *Offered in evidence by defendants, February* 23, 1848.

Translation.

I, the undersigned, notary public, duly commissioned for this city and the parish of Orleans, certify that, by act before Marc Lafitte, one of my predecessors, under date of the twenty-ninth October, eighteen hundred and twenty-four, Mr. Louis Nicholas Allard, residing in the parish of St. Bernard, of this State, has sold to Mr. Gabriel Nicholas Allard, his son, residing also in the said parish of St. Bernard, a plantation situated in the aforesaid parish of St. Bernard, on both banks of Bayou Bœufs, at about seven leagues from New Orleans, and at two leagues and a half from the river Mississippi; having eighteen arpens front on each bank of said bayou, and forty arpens deep on each side; bounded on its upper limit by the plantation of Mr. Durand T. Hall, and on its lower limit, also on both sides of the bayou, by the plantation of Mr. Jacques Toutant, with the principal house, the sugar-house, and all the other buildings thereon; as also the animals of every kind, &c., &c.

In faith whereof I have delivered the present certificate, at New Orleans, this 18th February, 1848.

(Signed) A. MAZUREAN, [SEAL.]
Notary public.

Translation of document marked (9,) *offered in evidence by defendants, February* 23, 1848.

Before Theodore Seghers, notary public, commissioned for the city and parish of New Orleans, State of Louisiana, there residing, and in presence of the witnesses hereafter named and undersigned, was present Mr. Gabriel Nicholas Allard, domiciliated in the parish of St. Bernard, of one part, and Mr. Edward Durreve, domiciliated at New Orleans, of the other part. Mr. Gabriel Nicholas Allard declares that he has sold, ceded, and transferred, since the twentieth of June, eighteen hundred and thirty-seven, and anew sells, cedes, and transfers, by these presents, for love, with promise of warranty from all troubles, mortgages, evictions, alienations, and other impediments generally whatsoever, to Mr. Edward Durreve, here present and accepting—1st. A plantation, established as a sugar plantation, in the parish of St. Bernard, on both sides of Bayou aux Bœufs, about seven leagues from New Orleans, and at about two and a half leagues from the river Mississippi, having eighteen arpents, more or less, front on each bank of said bayou, and forty arpents deep on each side; bounded on the upper limit, on both sides of the bayou, by the plantation formerly of Dunham T. Hall, and now of Messrs. Bienvenue Brothers; and on its lower limits, also on both sides of the bayou, by the plantation of Mr. Jacques Toutant; together with the principal dwelling, the sugar-house and steam engine, purgery, barn, hospital, negro cabins, and all other establishments thereon; also the animals at present upon said plantation, to wit: fourteen American horses and a Creole horse, two mules, eighteen cows and bulls; ten yoke of oxen; forty sheep; eight hogs, and the poultry yard; the instruments of agriculture, and movables employed for working and keeping up said plantation, without any reservation. Finally, all the appurtenances and dependencies, provisions and force, of the said plantation. 2d. Fifty-one slaves, attached to said plantation, of which the names and ages are as follows, to wit:

Luben,	negro driver	45	years of age.
John,	negro	24	"
Jo Ball,	negro	22	"
Paul,	negro	22	"
George,	negro	26	"
Rabit,	negro	23	"
Gilbert,	negro cooper	24	"
Michael,	negro	17	"
Philip,	negro	40	"
Aaron,	negro gardener	40	"

Toco,	mulatto	12	years of age.
William,	negro	28	"
Mathias,	negro	25	"
Samuel,	negro	22	"
Jonas,	negro	14	"
Porter,	negro carpenter	25	"
Bob,	negro cartwright	21	"
Abraham,	negro blacksmith	24	"
Eugene,	negro	14	"
Alphonse,	mulatto	14	"
Jean,	negro cooper	27	"
Romulus,	negro	50	"
J'n Charles	negro	40	"
Louis,	negro	26	"
Marcelin,	mulatto, carpenter and sugar boiler	40	"

Negro women.

Aimeé,	negro woman	30	years of age.
Silvie,	"	40	"
Clair,	" cook	56	"
Brigilla,	"	45	"
Maria,	"	40	"
Aimeé Savanah	"	26	"
Rosalie,	"	16	"
Elie,	"	50	"
Laura,	"	33	"
Judith,	"	22	"
Julie,	"	28	"
Ursile,	"	15	"
Souki,	"	30	"
Nancy Virginia,	"	32	"
Lucy,	"	35	"
Louisa,	" hospital nurse	32	"
Fanny,	"	32	"
Diana,	"	30	"
Corchiba,	"	30	"
Colatina	"	50	"

Negro children.

Eloise,	negro girl	11	years of age.
Catherina,	"	11	"
Eugene,	negro boy	9	"

Philip, child of Betsy, a negro boy at the breast.

3d. Six hundred and forty shares in the capital stock of the Citizens' Bank of Louisiana, assured and guarantied by mortgage upon the plantation and slaves above described, and which appertain to Mr. Gabriel Nicholas Allard, to wit, four hundred and ninety-eight shares,

for which he had subscribed to the capital of the said Citizens' Bank of Louisiana, and for which he had furnish mortgage by act of the first of May, eighteen hundred and thirty-five; and one hundred and forty-two shares which he acquired from Victor Debouchel, and for which he has furnished mortgage by act of the fifth of July, eighteen hundred and thirty-six; the said two acts of hypothecation both before the undersigned notary.

The plantation above described, and the greater part of the slaves, belong to said Mr. Gabriel Nicholas Allard in virtue of having acquired them from Mr. Louis Nicholas Allard by act of the 29th October, 1824, before Marc Lafitte, notary; and the other slaves belonging to them by virtue of having acquired them from divers persons.

According to the certificate of the judge, recorder of mortgages of the parish of St. Bernard, there exists against Mr. Gabriel Nicholas Allard no other mortgages upon the aforesaid plantation and the slaves above mentioned than the following, to wit:

1st. The special one in favor of Mr. Charles B. Lanussa, for security of a sum of twenty thousand dollars, and of the interest at the rate of ten per cent. per annum, according to act before the undersigned notary, under date of the 27th January, 1832.

2d. The special one which he granted in favor of Francois Edmund Dupuy, for security of a sum of ten thousand dollars, and of the interest at the rate of ten per cent. per annum, according to act before the undersigned notary, under date of the ninth May, 1832; which mortgage has been transferred to Mr. Laurent Millaudon, by act before Louis T. Caire, notary in this city, under date of the twenty-ninth of June, eighteen hundred and thirty-five.

3d. The general mortgage in favor of Mrs. Aimée Jumonville de Villiers, wife, separated in bed and board, of said Mr. Gabriel Nicholas Allard, the said mortgage resulting from an act under date of the seventeenth October, eighteen hundred and thirty-one, before Louis T. Caire, notary, at New Orleans, by which act said Mr. Allard has received from his wife a sum of two thousand seven hundred and thirty-six dollars thirty-eight cents, amount of her rights in the succession of Mr. Charles Jumonville de Villiers, her father; which rights, by the judgment of separation pronounced by the court of the first district on the eleventh, and signed on the sixteenth of March, eighteen hundred and thirty-six, between said Mr. Allard and his wife, in suit No. 11,835, have been fixed at the sum of two thousand seven hundred and forty-one dollars and twenty-six cents; which judgment has been transferred to Mr. Francois Hypolite Petitpain, by act before the undersigned notary, under date of the second*, eighteen hundred and thirty-six, (*August. This reference approved. J. L., N. P.)

4th. The special mortgage granted by said M. G. N. Allard in favor of the Citizens' Bank of Louisiana, by act before the undersigned notary under date of the first of May, eighteen hundred and thirty-five, as guarantee of eight hundred shares in the capital stock of said bank, forming together the sum of eighty thousand dollars.

5th. The special mortgage granted by said M. Gabriel Nicholas Al-

lard in favor of the Citizens' Bank of Louisiana, by act also before the undersigned notary, under date of the fifth of July, eighteen hundred and thirty-six, as guarantee of one hundred and forty-two shares acquired of Mr. Victor Debonebel, forming together the sum of fourteen thousand two hundred dollars in the capital stock of said bank.

6th. The special mortgage granted by said Mr. Gabriel N. Allard, in favor of Mr. Francois Hyppolite Petitpain, by act in this office under date of the 12th of April, 1837, as guarantee and for security of the payment of two notes, subscribed the 12th of April, 1837, by said G. N. Allard, payable to the order and at the domicil of said Mr. F. H. Petitpain, in all December, eighteen hundred and thirty-seven, one of three thousand nine hundred dollars, the other of three thousand eight hundred and ninety-eight dollars; and also as a guarantee for all advances which may have been made by said Mr. Petitpain to said Mr. Allard, to the extent of four thousand dollars, counting from the thirty-first of March, eighteen hundred and thirty-seven; and also as guarantee of the interest at the rate of ten per cent. per annum, as well upon said notes after their maturity, in case of non-payment at maturity, as upon the advances since the day when those advances might have been made until payment.

The present sale is made and agreed upon in consideration of the sum of eighty thousand dollars, on the footing of cash, as it has been agreed between the parties on the twentieth of June, 1837, the day when the sale was arranged, payable in the manner following, to wit: Twenty thousand dollars, in the obligation assumed by the purchaser to pay the twenty thousand dollars which the vendor owes to Charles B. Lanusse, by act of the twenty-seventh of January, eighteen hundred and thirty-two, with interest on this sum until final payment. Mr. Allard declares, that the interest upon the sum of twenty thousand dollars is paid up to the twenty-seventh of January, eighteen hundred and thirty-seven; and the better to show the fact, he has produced the receipt of Mr. McCarty, holding the procuration of Mr. Lanusse, which receipt remains hereto annexed. And whereas since then, until the twentieth of June, 1837, there are one hundred and forty-four days elapsed, for which sum the interest rises to eight hundred dollars. And whereas Mr. Durreve agrees to take upon himself the payment of the entire year of interest, counting from the twenty-seventh of January, eighteen hundred and thirty-seven, in consideration that this sum of eight hundred dollars be made good to him upon the other terms; it is agreed that this sum of eight hundred dollars shall be imputed upon the payment to be made the twentieth of June, eighteen hundred and thirty-eight, as is about to be explained, which payment shall consequently be reduced by so much. And for the sixty thousand dollars which make up the price of the present sale, the said sum is payable in five equal payments of twelve thousand dollars each, at one, two, three, four, and five years, dating from the twentieth of June, eighteen hundred and thirty-seven, with interest at nine per cent. yearly to be added to each of said payments, on notes endorsed satisfactorily and bearing mortgage.

It is agreed between the parties that the purchaser shall furnish, for the payment to be made each year, in capital and interest, his notes under date of the twentieth of June, eighteen hundred and thirty-seven, to the order of Pierre Jorda, and by him endorsed, payable at the domicil of the Citizens' Bank at New Orleans, on the twentieth of June, of the years, 1838, 1839, 1840, 1841 and 1842, respectively. And from the payment of capital and interest to be made on the 20th of June, 1838, there shall be deducted the sum of eight hundred dollars for an equal amount which Mr. Edward Durrive undertakes to pay in discharge of G. N. Allard to Mr. Charles B. Lanusse, as has been above stated, so that Mr. Edward Durrive will have to pay, to wit:

On the twentieth of June, eighteen hundred and thirty-eight, in principal, twelve thousand dollars; and in interest of one year, at nine per cent., one thousand and eighty dollars; together, thirteen thousand and eighty dollars - - - - - -	$13,080
Deducting eight hundred dollars - - -	800
	$12,280
In eighteen hundred and thirty-nine, in principal and interest - - - - - -	14,160
In eighteen hundred and forty, in principal and interest - - - - - - -	15,240
In eighteen hundred and forty-one, in principal and interest - - - - - -	16,320
In eighteen hundred and forty-two, in principal and interest - - - - - -	17,400
Total, seventy-five thousand four hundred dollars -	$75,400

The purchaser shall take upon himself the reversion of the mortgage in favor of Charles B. Lanusse, and also the reversion of the two mortgages to secure the six hundred and forty shares of the Citizens' Bank belonging to Mr. Allard and sold by these presents.

As to the other mortgages mentioned in the certificate of the judge, recorder of mortgages of the parish of St. Bernard, they are to be raised, with the exception of that granted by act of the twelfth of April, eighteen hundred and thirty-seven, in favor of F. H. Petitpain, for security of two notes, subscribed the twelfth of April, eighteen hundred and thirty-seven, by said G. N. Allard, payable to order and at the domicil of said Mr. Petitpain, payable in all December eighteen hundred and thirty-seven, the one of three thousand eight hundred and ninety-eight dollars; which mortgage Mr. G. N. Allard promises to have erased and annulled at the latest in eight months from the date of these presents.

The conditions of the sale having been accepted by Mr. Edward Durrive, he declares by these presents that he takes upon himself the reversion of the following mortgages granted by Mr. G. N. Allard, to wit: 1st. That in favor of C. B. Lanusse, by act before the undersigned notary, dated the 27th of January, eighteen hundred and thir-

934.

ty-two, to secure payment of the sum of twenty thousand dollars in capital, and interest at ten per cent. yearly, from the 27th of January, 1837. 2d. The two mortgages granted by G. N. Allard, by acts in this office of the first of May, eighteen hundred and thirty-five, and of the fifth of July, eighteen hundred and thirty-six, in favor of the Citizens' Bank of Louisiana, to assure and guarantee the shares which Mr. Allard possessed in the capital stock of said bank, and which are transferred (to him, said Durrive) by the present act. He declares, moreover, that he takes the place and stead of Mr. Allard for all the obligations contracted by the three hypothecary acts of which he has assumed the reversion by the present act, and he declares that he holds them obligatory against himself, in the same manner as if he had contracted them himself. And to represent the sum of seventy-five thousand five hundred dollars in notes to the convenience of the vendor, Mr. Edward Durrive has now presently furnished eleven notes subscribed by him, bearing date of the twentieth of June, eighteen hundred and thirty-seven, to the order of Mr. Pierre Jorda, of the parish of St. Bernard, by whom they are endorsed, payable at the times of maturity and for the sums which are about to be detailed, to wit:

Two notes maturing the twentieth of June, eighteen hundred and thirty-eight; one of twelve thousand one hundred and nine dollars and ninety cents		$12,109 90
And one of one hundred and seventy dollars and ten cents		170 10
A note of fourteen thousand one hundred and sixty dollars, payable the twentieth of June, eighteen hundred and thirty-nine		14,160 00
Four notes maturing the twentieth of June, eighteen hundred and forty; one of two thousand one hundred and sixteen, sixty-six and two-third cents	$2,116 66⅔	
One of four thousand two hundred and thirty-three dollars thirty-three and a third cents	4,233 33⅓	
One of six thousand three hundred and fifty dollars	6,350 00	
And one of two thousand five hundred and forty dollars	2,540 00	
		15,240 00
Two notes maturing the twentieth of June, eighteen hundred and forty-one; one of seven thousand four hundred and eighty dollars	7,480 00	
And one of eight thousand eight hundred and forty dollars	8,840 00	
		16,320 00

And finally, two notes maturing the twentieth of June, eighteen hundred and forty-

two; one of seven thousand nine hundred and seventy-five dollars - -	$7,975 00	
And the other of nine thousand four hundred and twenty-five dollars - -	9,425 00	$17,400 00
Which notes form together the sum of - -		$75,400 00

Seventy-five thousand four hundred dollars have been by me, notary, signed and paraphed "ne varietur," to establish their identity with the present, and to secure the payment thereof the plantation and slaves now sold remain specially mortgaged. In case the said notes should not be paid at maturity, Mr. Durrive promises and obligates himself to pay interest thereon after maturity, at the rate of ten per cent. yearly. And to secure payment of said interest, the plantation and the slaves sold remain also hypothecated. The said notes have been delivered to Mr. G. N. Allard, who has just presently deposited in the hands of the undersigned notary the two notes maturing *20th June, eighteen hundred and ; one to remain on deposit in his hands until the said G. N. Allard shall have produced a certificate of the judge, recorder of mortgages of the parish of St. Bernard, showing that the mortgage granted in favor of F. H. Petitpain, to secure payment of the two notes, the one of three thousand nine hundred dollars, and the other of three thousand eight hundred and ninety-eight dollars, subscribed the twelfth of April, eighteen hundred and thirty-seven, by G. N. Allard, to the order of F. H. Petitpain, and identified with the act of the twelfth of April, eighteen hundred and thirty-seven, has been erased and annulled.

Mr. Durrive intending to acquire and to secure by mortgage upon the plantation and slaves purchased by these presents of Mr. G. N. Allard, some additional shares of the Citizens' Bank of Louisiana, to the extent of the sum of eighty thousand dollars, amount of the valuation at which the appraisers of the said bank have estimated the plantation and the slaves of Mr. Allard.

The said Mr. G. N. Allard consents by these presents, henceforth, when the case may arrive that the mortgage which is to be furnished to the bank to secure said additional shares to the extent of eighty thousand dollars, may have priority over the mortgage granted by the present act to secure the notes furnished by Mr. Durrive, amounting altogether to seventy-five thousand four hundred dollars, and the eventual interest thereon; it being, however, well understood that all loan that Mr. Durrive may obtain on the shares, as well those transferred by the present act as all additional ones that he may acquire, shall be employed to extinguish, first, the mortgage of Mr. C. B. Lanusse; 2d. that resulting from the present act in favor of Mr. Allard to secure payment of the notes above mentioned, furnished for the balance of the purchase money.

It is moreover agreed between the parties that in one year, dating from the twentieth of June last, Mr. Durrive obligated himself to cause to

*Approved.

be raised by the Citizens' Bank the mortgages now existing in favor of said bank on the slaves—Baptiste, a negro of twenty-six years; Bernard, a negro of twenty years; and Laza, a negro woman of eighteen years, mortgaged by Mr. Allard to said bank, conjointly with the slaves sold by these presents; which slaves, Bernard, Baptiste, and Laza, are not sold by Mr. Allard, and are not comprised in this sale.

And in consideration of the foregoing, the vendor transfers to the purchaser all his rights of property on said plantation and said slaves, with subrogation to his recourse in warranty against all preceding vendors, so that the purchaser who acknowledges himself in full possession of said immovables may dispose thereof at will as property to him belonging by the effect of these presents.

To these presents have intervened Messrs. Laurent Millauden and Francois Hypolite Petitpain, both of this city, for the purpose of giving release of the mortgages in their favor which exist upon the plantation and the slaves hereby sold. And Mr. Laurent Millauden has declared having received of Mr. G. N. Allard the sum of ten thousand dollars, with the interest due to this day, at ten per cent. yearly thereon, which Mr. G. N. Allard had recognised to be due, and for which he had given mortgage on his plantation and his slaves to Mr. Francois Edmund Dupuy, by act before the undersigned notary, dated the ninth of May, eighteen hundred and thirty-two, which credit had been transferred to Mr. Laurent Millauden by act before Louis T. Caire, notary in this city, bearing date the twenty-ninth of June, eighteen hundred and thirty-five; said payment has been made to him in the note of twelve thousand one hundred and nine dollars ninety cents, payable at one year from the twentieth of June, eighteen hundred and thirty-seven; and it is agreed that said note shall have privileged mortgage, and shall be paid by preference over all the other notes arising from the present sale. In consequence of said payment, Mr. Laurent Millauden gives release from the mortgage granted by the aforesaid act of the ninth of May, eighteen hundred and thirty-two, and also release of the subrogation in his favor granted by the act of the twenty-ninth June, eighteen hundred and thirty-five.

Mr. Francois Hyppolite Petitpain has likewise declared that he has received of Mr. Gabriel Nicholas Allard: 1st. The sum of two thousand seven hundred and forty-one dollars twenty-six cents, amount of the judgment rendered against said G. N. Allard in favor of Mrs. Aimée Jumonville de Villiers, wife, separated in bed and board, of said Allard, in suit No. 11,835, which judgment had been transferred to Mr. Petitpain by act before the undersigned notary, bearing date the second of August, eighteen hundred and thirty-six. 2d. The sum total of the advances which Mr. Petitpain has made to Mr. Allard since the thirty-first of March, eighteen hundred and thirty-seven, the date of the last settlement between them, as well as the interest on their advances until this day.

In consequence of the said payments, the said Mr. F. A. Petitpain declares that he gives discharge of said sums to Mr. G. N. Allard, and

release of mortgage pure and simple: 1st. Of the general mortgage on all the property of Mr. G. N. Allard in favor of Mrs. Aimée Jumonville de Villiers, resulting as well from an act dated the seventeenth October, eighteen hundred and thirty-one, before Louis T. Caire, notary in this city, by which Mr. Allard acknowleges having received for his wife a sum of two thousand seven hundred and thirty-six dollars, amount of her rights in the succession of Charles Jumonville de Villiers, her father, as from the recording in the office of mortgages of the judgment in the matter of separation of bed and board between Mrs. G. N. Allard and her husband, No. 11,835, above mentioned; and moreover from the act of transfer and subrogation of her rights by Mrs. Allard to Mr. Petitpain by act before the undersigned notary, bearing date the second of August, eighteen hundred and thirty-six. 2d. Of the special mortgage granted by G. N. Allard in favor of Mr. Petitpain on his plantation and his slaves, by act before the undersigned notary, dated the twelfth of April, eighteen hundred and thirty-seven, for security and guarantee of the reimbursement of all advances which Mr. Petitpain might make to Mr. Allard, dating the thirty-first of March, eighteen hundred and thirty-seven, to the extent of four thousand dollars, and of the interest on those advances at ten per cent. Mr. F. H. Petitpain having transferred the notes of three thousand nine hundred, and three thousand eight hundred and ninety-eight dollars, which Mr. G. N. Allard had made to his order, and for which he had granted mortgage upon his plantation and slaves by the same act of the twelfth of April, eighteen hundred and thirty-seven, which notes mature in all December, eighteen hundred and thirty-seven, he declares that release is not given by these presents so far as it exists in favor of said notes by the said act.

Mr. G. N. Allard declares that he authorizes by these presents, so far as there is need, Mr. J. B. Perault, cashier of the Citizens' Bank of Louisiana, to transfer to Mr. Edward Durreve, upon the books of the bank, the six hundred and forty shares sold by these presents to Mr. Durreve.

Thus it has been agreed between the parties. Of which act is

Done and passed at New Orleans, the twenty-eighth of June, eighteen hundred and thirty-seven, in the seventy-first year of the independence of the United States, in presence of Messrs. Woolmar Bon and Louis Quemper, domiciliated in this city, witnesses.

The parties, the witnesses, and the notary have signed after reading.

(Signed) G. N. ALLARD,
EDWARD DURREVE,
ST. MILLAUDON,
PETITPAIN WOOLMAR BON,
LOUIS QUEMPER,
THO. SEGHERS, *Notary Pub.*

A true copy. New Orleans, the twenty-sixth December, one thousand eight hundred and forty-six.

J. H. LESBONY, *Not. Pub.*

I certify the foregoing to be a faithful translation from the French original.

N. O., 14 September, 1853.

H. H. STRAWBRIDGE,
Special translator.

Suppose to be document, (marked L,) made part of bill of exceptions, and offered by defendants, 23d February, 1848.

STATE OF LOUISIANA,
Fifth district court of New Orleans.

I hereby certify, that on the 12th day of July, eighteen hundred and forty-two, a certain deed of sale was duly recorded in this office, by which it appears that for and in consideration of the sum of sixty thousand dollars, Mr. Pierre Jorda became the purchaser of a certain property, shares, and slaves, at a sale made by the sheriff of the parish of St. Bernard, in the suit of Pierre Jorda vs. Edward Durreve, No. , which said property is described as follows, to wit:

A sugar plantation, situate in the parish of St. Bernard, at about two leagues and a half from the river Mississippi, having eighteen arpents, more or less front, on both sides of Bayou aux Bœufs, and forty arpents in depth on both sides of the bayou; bounded at the upper line and on both lateral sides by the property of Francois Milceau Bienvenu and Charles Fierville Bienvenu, and at the lower line and in both lateral sides by that of Jacques Toutant; together with the houses, buildings, outbuildings, stables, stores, and other constructions thereon, implements of husbandry, twenty-seven mules, four horses, seven young bulls and heifers, and four pairs of oxen.

In testimony whereof I grant these presents under my signature, at the city of New Orleans, on this nineteenth day of February, [SEAL.] in the year of our Lord one thousand eight hundred and forty-eight, and in the seventy-second year of the independence of the United States of America.

J. C. CHALON, *Deputy clerk.*

NOTE.—The documents copied on papes 12, 13, 14, and 15, are supposed to be those referred to in the bill of exceptions, as being marked A, B, and C.

Document on pages from 16 to 21 is supposed to be the one referred to as being marked D.

The document on pages 22 to 33 is supposed to be the one referred to in the bill of exceptions, and marked "F."

The one on pages 34 and 35 is supposed to be the same that is referred to as being marked "G."

The document on pages 49 to 59 is supposed to be the one alluded to in the bill of exceptions, as being marked "H."

And the one on page 60 is supposed to be the one referred to as being marked "L."

Although there are no such marks on them or on any other documents on file.

The "opinion" referred to as being marked "M," is not on file in the clerk's office.

J. W. GURLEY, *Clerk*,
By W. CORNELIUS, *Dep. clerk*.

October 24, 1853.

And afterwards, to wit, on the 22d day of March, A. D. 1848, the final judgment rendered in this case was recorded in the judgment docket, and signed as follows:

New Orleans, Tuesday, 14th March, 1848.

Court met pursuant to adjournment.

Present, the honorable Theodore H. McCaleb, district judge.

December term, 1847.

CATHARINE KINNS, wife of William Warrance,
vs.
PIERRE JORDA et als. } 1517.

This case having been argued and submitted to the court on behalf of both parties at a former day of this term, and the court having maturely considered the same, and being now fully advised in the premises, doth now order, adjudge, and decree, that final judgment be, and the same is hereby, rendered in favor of the defendants and against the plaintiff, with the costs of this suit to be taxed.

Judgment rendered 14th March, 1848; signed 22d March, 1848.

THEO. H. McCALEB, [SEAL.]
United States Judge.

Petition for writ of error.

THE HEIRS OF CATHARINE KINNS
vs.
P. JORDA et al.

In this case the plaintiffs come and move the court for a writ of error to the Supreme Court of the United States, on executing the necessary bond, &c.

SOULE & LACY, *Of counsel*.

Order.—Endorsed on the above.

Let a writ of error issue as prayed for, on the plaintiff's executing his bond in the sum of five hundred dollars, conditioned according to law, with R. B. Woodworth as surety.

THEO. H. McCALEB, *U. S. Judge*.

"Filed 24th March, 1848."

"ED. RANDOLPH, *Clerk*,
"By J. Q. A. HOIT, *Dep'y clerk*."

97.

Writ of error, issued 24th of March, A. D. 1848.

UNITED STATES OF AMERICA, *ss.*

The President of the United States, to the honorable the judges of the circuit court of the United States, in and for the fifth circuit, and holding sessions for the district of Louisiana, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said circuit court before you, or some of you, between Catharine Kinns, wife of William Warrance, and Pierre Jorda et als., a manifest error hath happened, to the great damage of the said Catharine Kinns, wife of Wm. Warrance, as by her complaint appears:

We being willing that error, if any hath been, should be duly corrected, and full and speady justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the first Monday of December next, in the said Supreme Court to be then and there held; that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right and according to the laws and customs of the United States should be done.

Witness the honorable Roger B. Taney, chief justice of the said Supreme Court of the United States, this 24th of March, in the year of our Lord one thousand eight hundred and forty-eight.

[SEAL.]

ED. RANDOLPH,
Clerk of the United States circuit court and district of Louisiana.

Endorsed:
"Copy filed 24th March, 1848."

Citation in error—issued 24th March, 1848.

The United States of America, to Pierre Jorda, jr., and Evariste Marin, tutor of the minors, Philogene Jorda, Victor Jorda, Arthur Jorda, Delaronde Jorda, Jayne Jorda, Eugene Jorda and Armand Jor. greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the city of Washington on the first Monday of December next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the fifth circuit and district of Louisiana, wherein Catharine Kinns, wife of William Warrance, plaintiff in error, and you are defendant in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error, as in the said writ of error mentioned, should

not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, this twenty-fourth day of March, [SEAL.] in the year of our Lord one thousand eight hundred and forty-eight.

THEO. H. McCALEB, *U. S. Judge.*

Marshal's return—endorsed on the foregoing.

Received March 25th, 1848, and on the 10th day of April, 1848, served a copy of the within citation in error on Mr. Evariste Marin, tutor of the minors, in person, in the parish of St. Bernard, Louisiana, twelve miles from the city of New Orleans; and on Mr. Pierre Jorda, jun'r, by handing the same to Mr. Evariste Marin, in the parish of St. Bernard, Louisiana, twelve miles from New Orleans.

Returned, New Orleans, April 13th, 1848.

JOS. PRADOS, Jr., *Dep'y U. S. Marshal.*

Petition for writ of error.

U. S. circuit court.

CATHARINE KINNS, wife, &c., vs. PIERRE JORDA, jr., and als. } 1517.

The petition of the plaintiff herein respectfully represents, that she feels aggrieved by the judgment herein rendered against her on the 22d March, 1848, and is advised that there is error therein to her prejudice. Wherefore she prays that a writ of error be allowed to her, returnable to the next term of the Supreme Court of the United States, on her giving bond in the penal sum of three hundred dollars, conditioned as the law requires, with Logan McKnight as surety thereon; and your petitioner will ever pray, &c.

MOISE & W. M. RANDOLPH.

Endorsed—"Filed 2d March, 1853.

"J. W. GURLEY, *Clerk.*"

And on the 2d day of March, 1853, the following order was made and recorded in the minutes:

CATHARINE KINNS, wife, &c., vs. PIERRE JORDA et als. } 1517.

On motion of Moise & Randolph, attorneys for plaintiffs, and on presenting and filing their petition praying a writ of error from the judgment herein rendered, it is ordered that a writ of error be allowed as prayed for, returnable to the next term of the Supreme court, on plaintiffs giving bond, conditioned as the law requires, in the penal sum of three hundred dollars, with Logan McKnight as surety thereon.

And on the 8th day of March, A. D. 1853, the following order was made and recorded in the minutes:

CATHARINE KINNS, wife, &c., vs. PIERRE JORDA et als. } 1517.

On motion of Moise & W. M. Randolph, of counsel for plaintiff, and on suggesting to the court that Victor Jorda, one of the defendants, has recently died, and that Alfred Ducros is his administrator and legal representative, and Madame Rosa Ducros, widow of the said Victor, is tutrix to her minor children, it is ordered that this suit be revived in the name of the said Alfred Ducros, and that the citation in error be served upon him, with leave also to serve the same on the said Madame Rosa Ducros. And on further suggesting that the former tutor Evariste Marin is now deceased, and that Pierre Jorda is the tutor of Delaronde Jorda, Jayme Jorda, Eugene Jorda, and Armand Jorda, it is ordered that the suit be revived against the said Pierre Jorda, tutor, and that service of the citation be made upon him as tutor aforesaid; and on suggesting further that Arthur Jorda and Philogene Jorda have arrived at majority since the institution of this suit, it is ordered that service of the citation in error be made upon them severally.

And on the 14th March, 1853, the following order was made and entered of record in the minutes:

CATHARINE KINNS, wife, &c., vs. PIERRE JORDA and others. } 1517.

On motion of Moise & W. M. Randolph, and on showing to the court that they were mistaken in the facts when they made a motion on the 8th instant as to the representatives of Victor Jorda and the tutor of his minor children, and on showing that in fact Madame Rosa Ducros, widow of the said Victor Jorda, is his administrator, it is therefore ordered that she be made a party to the suit, and the writ of error be served on her. And on showing that Alfred Ducros is the subrogated tutor of the minor children of the said Victor, to wit, Louise and Denise, it is ordered that the writ of error be served on him also.

UNITED STATES OF AMERICA:

Circuit court of the United States, fifth circuit and eastern district of Louisiana.

CLERK'S OFFICE.

I, John W. Gurley, clerk of the circuit court of the United States, for the fifth circuit and eastern district of Louisiana, do hereby certify that the foregoing 66 pages contain and form a full, complete, true, and perfect transcript of the record and proceedings had in the case of Catharine Kinns, wife of William Warrance, vs. Pierre Jorda, junr., et als., No. 1517 of the docket, so far as the same now remain of record or on file in said court.

Witness my hand and the seal of said court, at the city of New Or-
[SEAL.] leans, this 24th day of October, A. D. 1853.

J. W. GURLEY, *Clerk.*

UNITED STATES OF AMERICA, *ss:*

The President of the United States, to the honorable the judges of the circuit court of the United States in and for the fifth circuit, and holding sessions for the eastern district of Louisiana, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said circuit court, before you, or some of you, between Catharine Kinns, wife of William Warrance, and Pierre Jorda, jr., and als., a manifest error hath happened, to the great damage of the said Catharine Kinns, wife of William Warrance, as by her complaint appears: We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the first Monday of December next, in the said Supreme Court to be then and there held; that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right and according to the laws and customs of the United States should be done.

Witness the honorable Roger B. Taney, chief justice of the said Supreme Court of the United States, this second of March, in the year of our Lord one thousand eight hundred and fifty-three.

J. W. GURLEY,

[SEAL.] *Clerk of the United States circuit court and eastern district of Louisiana.*

The United States of America, to Madame Rosa Ducros, widow of Victor Jorda and administratrix of his estate, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the city of Washington, on the first Monday of December next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the 5th circuit and eastern district of Louisiana, wherein Catharine Kinns, wife of William Warrance, is plaintiff in error, and you and others are defendants in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error as in the said writ of error mentioned should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable R. B. Taney, chief justice of the Supreme Court of the United States, this 14th day of March, in the year of our Lord one thousand eight hundred and fifty-three.

THEO. H. McCALEB,
U. S. judge.

Marshal's return.

Received March 14th, 1853, and on the 19th of March, 1853, served copy of citation in error personally on Madame Ducros, widow of Victor Jorda, and administratrix of, is in the parish of St. Bernard; (twenty-three miles from the city;) and returned same day.

W. S. SCOTT, *U. S. M.*
By EMILE MARY, *D'y marshal.*

The United States of America, to Alfred Ducros, subrogated tutor of the minor children of Victor Jorda, viz., of Louise Jorda and Denise Jorda, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the city of Washington; on the first Monday of December next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States, for the 5th circuit and eastern district of Louisiana, wherein Catharine Kinns, wife of William Warrance, is plaintiff in error, and you and others are defendants in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable R. B. Taney, chief justice of the Supreme Court of the United States, this fourteenth day of March, in the year of our Lord one thousand eight hundred and fifty-three.

THEO. H. McCALEB,
U. S. judge.

Marshal's return.

Received March 14th, 1853, and on 18th of March, 1853, served copy of citation in error personally on Alfred Ducros, tutor of minor children of Victor Jorda, in the city of New Orleans, and returned March 29th, 185 .

W. S. SCOTT, *U. S. M.*
By EMILE MARY, *D'y marshal.*

The United States of America, to Philogene Jorda, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the city of Washington on the first Monday of December next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States, for the fifth circuit and eastern district of Louisiana, wherein Catharine Kinns, wife of William Warrance, is plaintiff in error, and you and als. are defendants in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error, as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable R. B. Taney, chief justice of the Supreme

Court of the United States, this eighth day of March, in the year of our Lord one thousand eight hundred and fifty-three.

THEO. H. McCALEB, *U. S. judge.*

Marshal's return.

Received March 8th, 1853, and on the 11th March, 1853, served copy of the within citation in error personally on Philogene Jorda, at his residence in the parish of St. Bernard, La.—distance from New Orleans twenty-three miles. Returned March 11th, 1853.

W. S. SCOTT, *U. S. marshal,*
By EMILE MARY, *D'y marshal.*

The United States of America, to Arthur Jorda, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the city of Washington on the first Monday of December next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States, for the 5th circuit and eastern district of Louisiana, wherein Catharine Kinns, wife of William Warrance, is plaintiff in error, and you and als. are defendants in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error, as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, this eighth day of March, in the year of our Lord one thousand eight hundred and fifty-three.

THEO. H. McCALEB,
U. S. judge.

Marshal's return.

Received March 8, 1853, and on the 11th , 1853, served copy of the within citation in error personally on Arthur Jorda, at his residence in the parish of St. Bernard—distance from New Orleans twenty-three miles.

Returned March 11, 1853.

W. S. SCOTT,
U. S. marshal,
By EMILE MARY,
D'y marshal.

The United States of America, to Pierre Jorda, jr., greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the city of Washington on the first Monday of December next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States, for the 5th circuit and eastern district of Louisiana, wherein Catharine Kinns,

wife of William Warrance, and by him authorized and assisted, is plaintiff in error, and you and others are defendants in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error, as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable R. B. Taney, chief justice of the Supreme Court of the United States, this second day of March, in the year of our Lord one thousand eight hundred and fifty-three.

THEO. H. McCALEB,
U. S. judge.

Marshal's return.

Received March 8, 1853, and on the 11th March, 1853, served copy of the within citation in error personally on Pierre Jorda, jr., in the city of New Orleans.

Returned March 11, 1853.

W. S. SCOTT, *U. S. marshal,*
By EMILE MARY, *D'y marshal.*

The United States of America, to Pierre Jorda, tutor of Delaronde Jorda, Jayme Jorda, Eugene Jorda, and Armana Jorda, minor children and heirs of the late Pierre Jorda, sr., deceased, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the city of Washington on the first Monday of December next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States, for the 5th circuit and eastern district of Louisiana, wherein Catharine Kinns, wife of William Warrance, is plaintiff in error, and you and others are defendants in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error, as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable R. B. Taney, chief justice of the Supreme Court of the United States, this eighth day of March, in the year of our Lord one thousand eight hundred and fifty-three.

THEO. H. McCALEB,
U. S. judge.

Marshal's return.

Received March 8, 1853, and on the 11th March, 1853, served copy of the within citation in error on Pierre Jorda, of the minor children and heirs of the late Pierre Jorda, sen'r, deceased, personally, in New Orleans.

Returned March 11th, 1853.

W. S. SCOTT, *U. S. marshal,*
By EMILE MARY, *D'y marshal.*